



Broadridge™

**1981 Marcus Avenue
Lake Success, New York 11042**

Dear Stockholder:

You are cordially invited to attend the 2008 Annual Meeting of Stockholders of Broadridge Financial Solutions, Inc. Our 2008 Annual Meeting will be held at One Park Avenue, 12th Floor, New York, New York 10016, on Thursday, November 13, 2008, at 10 a.m. At the meeting, you will be asked to:

- (1) elect eight directors to our Board of Directors;
- (2) ratify the appointment of Deloitte & Touche LLP as our independent registered public accountants for the fiscal year ending June 30, 2009;
- (3) approve the amendment and restatement of our 2007 Omnibus Award Plan; and
- (4) consider such other business as may properly come before the meeting and any adjournment or postponement thereof.

Your vote is important to us and our business. Whether or not you plan to attend the 2008 Annual Meeting, please read the enclosed Proxy Statement and then complete, sign and date the enclosed proxy card and return it as promptly as possible. You may also submit your proxy over the Internet or by telephone.

Important information about the matters to be acted upon at the meeting is included in the accompanying Notice and Proxy Statement. Our Annual Report, which is being sent to you along with the Proxy Statement, contains information about Broadridge and its financial performance.

I am very much looking forward to our Annual Meeting of Stockholders.

Sincerely,

Richard J. Daly
Chief Executive Officer

Lake Success, New York
October 10, 2008



Broadridge™

**1981 Marcus Avenue
Lake Success, New York 11042**

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

To Be Held on November 13, 2008

Notice is hereby given that the 2008 Annual Meeting of Stockholders of Broadridge Financial Solutions, Inc., a Delaware corporation, will be held at One Park Avenue, 12th Floor, New York, New York 10016, on Thursday, November 13, 2008, at 10 a.m., for the following purposes:

- (1) to elect eight directors to hold office until the Annual Meeting of Stockholders in the year 2009 and until their successors are duly elected and qualified;
- (2) to ratify the appointment of Deloitte & Touche LLP as our independent registered public accountants for the fiscal year ending June 30, 2009;
- (3) to approve the amendment and restatement of the 2007 Omnibus Award Plan; and
- (4) to transact such other business as may properly come before the meeting and any adjournment or postponement thereof.

Stockholders of record at the close of business on October 1, 2008, are entitled to notice of, and to vote at, the 2008 Annual Meeting. Each stockholder is entitled to one vote for each share of common stock held at that time. A list of these stockholders will be open for examination by any stockholder for any purpose germane to the 2008 Annual Meeting for a period of 10 days prior to the meeting at our principal executive offices at 1981 Marcus Avenue, Lake Success, New York 11042.

Admission to the 2008 Annual Meeting is restricted to stockholders and/or their designated representatives. If your shares are registered in your name and you plan to attend the meeting, your admission ticket will be the top portion of the proxy card. If your shares are held in the name of your bank or broker or you received your proxy materials electronically, you will need to bring evidence of your stock ownership, such as your most recent brokerage statement. All stockholders will be required to show valid picture identification. If you do not have valid picture identification and either an admission ticket or proof of your stock ownership, you will not be admitted to the meeting.

By Order of the Board of Directors,

Adam D. Amsterdam
Secretary

Lake Success, New York
October 10, 2008

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Broadridge Financial Solutions, Inc.
1981 Marcus Avenue
Lake Success, New York 11042

PROXY STATEMENT
FOR ANNUAL MEETING OF STOCKHOLDERS
To Be Held on November 13, 2008

This Proxy Statement is furnished to the stockholders of Broadridge Financial Solutions, Inc. (the “Company” or “Broadridge”) in connection with the solicitation of proxies by the Board of Directors of the Company (the “Board of Directors” or the “Board”) for use at the Annual Meeting of Stockholders of the Company to be held on November 13, 2008, at One Park Avenue, 12th Floor, New York, New York 10016, at 10 a.m. (the “2008 Annual Meeting” or the “Meeting”), for the purposes set forth in the accompanying Notice of Annual Meeting of Stockholders.

The Annual Report to Stockholders for the fiscal year ended June 30, 2008, including our 2008 Annual Report on Form 10-K with audited financial statements (the “2008 Annual Report”), is being mailed to stockholders, together with these proxy materials, on or about October 10, 2008. The 2008 Annual Report is not a part of the proxy soliciting material.

ABOUT THE 2008 ANNUAL MEETING

Voting Procedures

Stockholders of record at the close of business on October 1, 2008 (the “Record Date”), will be entitled to vote at the Meeting. On the Record Date, there were outstanding and entitled to vote 141,395,211 shares of the Company’s common stock (the “Company Shares” or the “Common Stock”). The holders of a majority of the Company Shares issued and outstanding and entitled to vote at the Meeting, present in person or represented by proxy, will constitute a quorum. The persons whom the Company appoints to act as independent inspectors of election will treat all Company Shares represented by a returned, properly executed proxy as present for purposes of determining the existence of a quorum at the Meeting. Each of the Company Shares will entitle the holder to one vote. Cumulative voting is not permitted. Votes cast at the Meeting will be counted by the independent inspectors of election.

Abstentions and “non-votes” will be counted as present in determining the existence of a quorum. A non-vote occurs when a bank or broker holding shares of a beneficial stockholder does not vote on a particular proposal because it has not received instructions from the beneficial stockholder and the bank or broker does not have discretionary voting power for that particular item.

The affirmative vote of the holders of a majority of the shares represented in person or by proxy and entitled to vote thereon is required to elect a director, provided that if the number of nominees exceeds the number of directors to be elected (a situation that the Company does not anticipate), the directors shall be elected by the vote of a plurality of the shares represented in person or by proxy. The affirmative vote of the holders of a majority of the shares represented in person or by proxy and entitled to vote thereon is required to (i) ratify the appointment of Deloitte & Touche LLP, an independent registered public accounting firm, as the Company’s independent registered public accountants, and (ii) approve the amendment and restatement of the Company’s 2007 Omnibus Award Plan.

With respect to the election of directors, votes may be cast in favor of all nominees, withheld from all nominees or withheld from specifically identified nominees. Votes that are withheld will have the effect of a negative vote, provided that if the number of nominees exceeds the number of directors to be elected, withheld votes will be excluded entirely and will have no effect on the vote.

With respect to the ratification of the appointment of Deloitte & Touche LLP, and the approval of the amendment and restatement of the 2007 Omnibus Award Plan, votes may be cast in favor of or against either proposal, or a stockholder may abstain from voting on either proposal. Abstentions will have the effect of a negative vote. Under the rules of the New York Stock Exchange (“NYSE”), brokers that do not receive voting instructions from their customers who are the beneficial stockholders of the Company Shares, are entitled to vote on the election of directors and ratification of the appointment of Deloitte & Touche LLP, but not on the proposal to approve the amendment and restatement of the 2007 Omnibus Award Plan. Under applicable Delaware law, a non-vote will have no effect on the outcome of any of the matters referred to in this Proxy Statement because the non-votes are not considered in determining the number of votes necessary for approval.

The Board of Directors is soliciting your proxy on the enclosed proxy card to provide you with an opportunity to vote on all matters to come before the Meeting, whether or not you attend in person. If you execute and return the enclosed proxy card, your shares will be voted as you specify. If you make no specifications, your shares will be voted in accordance with the recommendations of the Board, as set forth below.

If you submit a proxy card, you may subsequently revoke it by submitting a revised proxy or by notifying in writing the Corporate Secretary of the Company at any time before your original proxy is voted. If you are a registered stockholder, in that you hold the shares in your own name rather than through a bank or broker, you may also attend the Meeting in person and vote in person by ballot, which would cancel any proxy you previously gave. However, if you are a beneficial stockholder, you will not be able to vote your shares at the Meeting unless you ask your bank or broker for a legal proxy and bring the legal proxy with you to the Meeting. If you request a legal proxy, any previously executed proxy will be revoked, and your vote will not be counted unless you appear at the Meeting and vote in person or legally appoint another proxy to vote on your behalf.

The Board of Directors urges you to vote, and solicits your proxy, as follows:

- (1) FOR the election of eight nominees for membership on the Company’s Board of Directors: Messrs. Brun, Daly, Haviland, Levine, McInerney, Weber and Weinbach and Ms. Leberthal, to serve until the Annual Meeting of Stockholders in the year 2009 and until their successors are duly elected and qualified;
- (2) FOR the ratification of the appointment of Deloitte & Touche LLP as the Company’s independent registered public accountants for the fiscal year ending June 30, 2009;
- (3) FOR the approval of the amendment and restatement of the Company’s 2007 Omnibus Award Plan; and
- (4) At the discretion of the designated proxies named on the enclosed proxy card, on any other matter that may properly come before the 2008 Annual Meeting, and any adjournment or postponement thereof.

Proxy Solicitation

Your proxy is being solicited by and on behalf of the Board of Directors of the Company. The expense of preparing, printing and mailing proxy solicitation materials will be borne by the Company. The Company may retain D.F. King & Co. to assist with the solicitation of proxies for a fee estimated not to exceed \$20,000 plus reimbursement of reasonable out-of-pocket expenses. In addition to solicitation of proxies by mail, certain directors, officers, representatives and employees of the Company may solicit proxies by telephone and personal interview. Such individuals will not receive additional compensation from the Company for solicitation of proxies, but may be reimbursed by the Company for reasonable out-of-pocket expenses in connection with such solicitation. Banks, brokers and other custodians, nominees and fiduciaries also will be reimbursed by the Company, as necessary, for their reasonable expenses for sending proxy solicitation materials to the beneficial owners of Common Stock.

PROPOSAL 1—ELECTION OF DIRECTORS

At the 2008 Annual Meeting, eight directors are to be elected, each of whom will serve until the Annual Meeting of Stockholders in the year 2009 and until their respective successors are duly elected and qualified. The persons named as proxies on the enclosed proxy card intend to vote FOR the election of each of the eight nominees listed below, unless otherwise directed.

The Board has nominated, and the proxies will vote to elect, the following individuals as members of the Board of Directors to serve for a period of one year and until their respective successors are duly elected and qualified: Leslie A. Brun, Richard J. Daly, Richard J. Haviland, Alexandra Lebenthal, Stuart R. Levine, Thomas E. McInerney, Alan J. Weber and Arthur F. Weinbach. Each nominee has consented to be nominated and to serve, if elected.

Under the Company's Corporate Governance Principles, a majority of the Board must be comprised of directors who are independent under the rules of the NYSE. No director will be deemed to be independent unless the Board affirmatively determines that the director has no material relationship with the Company, either directly or as an officer, stockholder or partner of an organization that has a relationship with the Company. The Board observes all criteria established by the NYSE and other governing laws and regulations. In its review of director independence, the Board of Directors considers all relevant facts and circumstances, including without limitation, all commercial, banking, consulting, legal, accounting, charitable or other business relationships any director may have with the Company.

The Board has determined that each of Messrs. Brun, Haviland, Levine, McInerney and Weber and Ms. Lebenthal is independent. Mr. Daly was determined to be not independent because he is our Chief Executive Officer. Mr. Weinbach was determined to be not independent because he is our Executive Chairman.

Information About the Nominees

Leslie A. Brun, age 56, has been a member of our Board of Directors since 2007. He is the Chairman and Chief Executive Officer of SARR Group, LLC, a private equity firm. He is also the founder and Chairman Emeritus of Hamilton Lane, a provider of asset management services for which he served as Chief Executive Officer and Chairman from 1991 until 2005. From 1988 to 1991, he was Managing Director of Fidelity Bank in Philadelphia. Mr. Brun serves as the Chairman of the Board of Automatic Data Processing, Inc. ("ADP"), and as a director of Merck & Co., Inc. He is also a director of The Episcopal Academy in Merion, PA and a trustee of the University at Buffalo Foundation, Inc.

Richard J. Daly, age 55, is our Chief Executive Officer and has been a member of our Board of Directors since 2007. Prior to the March 2007 spin-off of Broadridge from ADP, Mr. Daly served as Group President of the Brokerage Services Group of ADP, as a member of the Executive Committee and a Corporate Officer of ADP since June 1996. In his role as President, he shared the responsibility of running the Brokerage Services Group with John Hogan and was directly responsible for our Investor Communications Solutions business. Mr. Daly joined ADP in 1989 as Senior Vice President of the Brokerage Services Group.

Richard J. Haviland, age 62, has been a member of our Board of Directors since 2007. Mr. Haviland served for 20 years in various executive and financial positions at ADP, most recently as its Chief Financial Officer and a member of its Executive Committee, retiring from ADP in 2001. His experience prior to ADP includes 11 years in the auditing and assurance practice of Touche Ross & Co., a predecessor firm of Deloitte & Touche LLP, a public accounting firm.

Alexandra Lebenthal, age 44, has been a member of our Board of Directors since 2007. Since 2006, Ms. Lebenthal has been President and Chief Executive Officer of Lebenthal & Co. LLC, and its wealth management division, Alexandra & James Inc., a financial services company which she co-founded. Prior to forming Lebenthal & Co. LLC, Ms. Lebenthal was Chief Executive Officer, Executive Vice President of the

Lebenthal Division of Advest Inc. from January 2002 until December 2005. Ms. Lebenthal is a director of Care Investment Trust and the Securities Industry and Financial Markets Association (SIFMA). Ms. Lebenthal is a member of The Committee of 200, a leading organization for female businesswomen. She also serves as a board member of the School of American Ballet and is involved with several other leading New York cultural institutions including The Business Council of The Metropolitan Museum of Art, the Capital Campaign for the Museum of the City of New York, the American Museum of Natural History, and the New York Botanical Garden.

Stuart R. Levine, age 61, has been a member of our Board of Directors since 2007. Mr. Levine is the founder, Chairman and Chief Executive Officer of Stuart Levine and Associates LLC, an international consulting and leadership development company. From September 1992 to June 1996 he was Chief Executive Officer of Dale Carnegie & Associates, Inc., a provider of leadership, communication and sales skills training. Mr. Levine is a Lead Director for Gentiva Health Services, Inc., a provider of home healthcare services, and Lead Director for J. D'Addario & Company, Inc., a manufacturer of musical instrument accessories. He also serves on the board of North Shore-Long Island Jewish Health System. In addition, Mr. Levine is the bestselling author of "The Leader in You" (Simon & Schuster 2004), "The Six Fundamentals of Success" (Doubleday 2004) and "Cut to the Chase" (Doubleday 2007). He is former Chairman of Dowling College as well as a former Member of the New York State Assembly. His prior directorships include European American Bank, The Olsten Corporation and the New York State Excelsior Quality Board.

Thomas E. McInerney, age 67, has been a member of our Board of Directors since 2007. Mr. McInerney is a general partner of Welsh, Carson, Anderson & Stowe ("WCAS"), a private equity investment firm. He joined WCAS in 1986 and focuses on investments in the information services and telecommunications industries. Before joining WCAS, he co-founded and served as President and Chief Executive Officer of Momentum Technologies Inc., a provider of computer systems and services, and Dama Telecommunications Corp., a communications services company. Earlier he was President of ADP's Brokerage Services Division and Group Vice President—Financial Industry Services. Prior to joining ADP, Mr. McInerney was Senior Vice President of Operations and Technology at the American Stock Exchange. Mr. McInerney serves as Chairman of the Board of ITC Deltacom, Inc., a provider of communications services, a director of SAVVIS, Inc., a global IT utility services provider, and Centennial Communications Corp., a provider of telecommunications services. He is also a director of Global Knowledge Corp. and several other private companies. Mr. McInerney is Chairman of the Board of Trustees of St. John's University.

Alan J. Weber, age 59, has been a member of our Board of Directors since 2007. He is the Chief Executive Officer of Weber Group LLC, a private investment firm. Mr. Weber retired as Chairman and Chief Executive Officer of U.S. Trust Corporation and as a member of the executive committee of the Charles Schwab Corporation in 2005. Previously, he was the Vice Chairman and Chief Financial Officer of Aetna Inc., where he was responsible for capital management, information technology, investor relations, e-business and financial operations. He also held a number of senior level positions at Citibank N.A., where he worked from 1971 to 1998, including Chairman of Citibank International and Executive Vice President of Citibank. During his tenure at Citibank, Mr. Weber oversaw operations in approximately 30 countries, including assignments in Japan, Italy and Latin America. Mr. Weber serves as a director of Diebold, Inc., a provider of self-service delivery and security systems and services, OnForce, Inc., an IT services company he helped establish, and Keane, Inc., a business process and information technology company.

Arthur F. Weinbach, age 65, is our Executive Chairman and has served as the Chairman of our Board of Directors since 2007. Mr. Weinbach served as Chairman of the Board and Chief Executive Officer of ADP from 1998 to 2006. He retired as Chief Executive Officer of ADP in 2006 and retired as Chairman of ADP's Board in 2007. Mr. Weinbach held a variety of positions of increasing responsibility since joining ADP in 1980, including two years as President and Chief Executive Officer, and two years as President and Chief Operating Officer. Prior to that he was Chief Financial Officer of ADP for almost 10 years. Mr. Weinbach is a director of Schering-Plough Corp., CA, Inc., and The Phoenix Companies, Inc. He is also on the Board of Trustees of New Jersey SEEDS, a charitable organization.

Required Vote

The directors will be elected by the affirmative vote of the holders of a majority of the shares of Common Stock present in person or represented by proxy at the Meeting and entitled to vote on this proposal.

RECOMMENDATION OF THE BOARD OF DIRECTORS

THE BOARD OF DIRECTORS RECOMMENDS THAT YOU VOTE *FOR* THE ELECTION OF THE EIGHT NOMINEES: MESSRS. BRUN, DALY, HAVILAND, LEVINE, MCINERNEY, WEBER AND WEINBACH AND MS. LEBENTHAL

CORPORATE GOVERNANCE

The Board of Directors

The directors hold regular meetings, attend special meetings as required and spend such time on the affairs of the Company as their duties require. The Company's Corporate Governance Principles provide that directors are expected to attend in person regular Board meetings and the Annual Meeting of Stockholders and to spend the time needed and meet as frequently as necessary to properly discharge their responsibilities. In fiscal year 2008, the Board of Directors held a total of six meetings, regular and special. All directors of the Company attended at least seventy-five percent (75%) of the meetings of the Board of Directors and of the committees on which they served during the period.

The non-management directors meet in executive sessions during each regular Board meeting and committee meeting. At least once a year, our non-management directors will meet to review the Compensation Committee's annual review of the Chief Executive Officer. The Company has a procedure by which the presiding director at each executive session changes each meeting and rotates, consecutively, among the non-management chairpersons of the Audit, Compensation and Governance and Nominating Committees.

Committees of the Board

The Audit Committee

The Board of Directors has a standing Audit Committee as defined in the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), the members of which are Messrs. Brun, Haviland and Weber and Ms. Lebenthal. The Board of Directors has determined that each of the members of the Audit Committee is "independent" as defined by NYSE listing standards and the rules of the Securities and Exchange Commission (the "*SEC*") applicable to audit committee members, and that Messrs. Haviland and Weber qualify as "audit committee financial experts" as defined in the applicable SEC rules. The Audit Committee has a charter under which its primary purpose is to assist the Board in overseeing (i) the Company's systems of internal controls regarding finance, accounting, legal compliance and ethical behavior; (ii) the Company's auditing, accounting and financial reporting processes generally; (iii) the Company's financial statements and other financial information provided by the Company to its stockholders and the public; (iv) the Company's compliance with legal and regulatory requirements; and (v) the performance of the Company's Internal Audit Department and independent auditors. In fiscal year 2008, the Audit Committee held six meetings.

The Compensation Committee

The Board of Directors has a standing Compensation Committee, the members of which are Messrs. Brun, Levine and McInerney and Ms. Lebenthal. The Compensation Committee has a charter under which its responsibilities and authorities include reviewing the Company's compensation strategy, reviewing the performance of the senior management, approving the compensation for the Chief Executive Officer and evaluating the Chief Executive Officer's performance. In addition, the Compensation Committee approves and administers employee benefit plans and takes such other action as may be appropriate or as directed by the Board of Directors to ensure that the compensation policies of the Company are reasonable and fair. The Board of Directors has determined that each member of the Compensation Committee is "independent" as defined by NYSE listing standards. In addition, each member of the Compensation Committee is independent for purposes of the applicable SEC and tax rules.

As necessary, the Compensation Committee consults with Towers Perrin as its independent compensation consultant to advise the Compensation Committee on matters related to our senior executives' compensation and general compensation programs. Towers Perrin assists the Compensation Committee by providing comparative market data on compensation practices and programs based on an analysis of peer competitors. Towers Perrin also provides guidance on industry best practices. For further discussion of the role of the Compensation

Committee, please see the section of this Proxy Statement entitled “Compensation Discussion and Analysis.” In fiscal year 2008, the Compensation Committee held six meetings.

The Governance and Nominating Committee

The Board of Directors also has a standing Governance and Nominating Committee, the members of which are Messrs. Haviland, Levine, McInerney and Weber. The Governance and Nominating Committee has a charter under which its responsibilities and authorities include (i) identifying individuals qualified to become Board members and recommending that the Board select a group of director nominees for each annual meeting of the Company’s stockholders; (ii) ensuring that the Audit, Compensation and Governance and Nominating Committees of the Board of Directors shall have the benefit of qualified and experienced “independent” directors; and (iii) developing and recommending to the Board a set of effective corporate governance policies and procedures applicable to the Company. The Board of Directors has determined that each member of the Governance and Nominating Committee is “independent” as defined by NYSE listing standards. In fiscal year 2008, the Governance and Nominating Committee held three meetings.

Nominee Qualifications

When seeking candidates for director, the Governance and Nominating Committee may solicit suggestions from incumbent directors, management, stockholders or others. While the Governance and Nominating Committee has authority under its charter to retain a search firm for this purpose, no such firm has been retained. After conducting an initial evaluation of a potential candidate, the Governance and Nominating Committee will interview that candidate if it believes such candidate might be suitable to be a director. The Governance and Nominating Committee may also ask the candidate to meet with management. If the Governance and Nominating Committee believes a candidate would be a valuable addition to the Board, it will recommend to the full Board that candidate’s election.

The Governance and Nominating Committee selects each nominee based on the nominee’s skills, achievements and experience. The Governance and Nominating Committee considers a variety of factors in selecting candidates, including, but not limited to the following: independence, wisdom, integrity, an understanding and general acceptance of the Company’s corporate philosophy, valid business or professional knowledge and experience, a proven record of accomplishment with excellent organizations, an inquiring mind, a willingness to speak one’s mind, an ability to challenge and stimulate management and a willingness to commit time and energy.

Communications with the Board of Directors

All interested parties who wish to communicate with the Board of Directors or any of the non-management directors, may do so by sending a letter to the Corporate Secretary, Broadridge Financial Solutions, Inc., 1981 Marcus Avenue, Lake Success, New York 11042, and should specify the intended recipient or recipients. All such communications, other than unsolicited commercial solicitations or communications, will be forwarded to the appropriate director or directors for review. Any such unsolicited commercial solicitation or communication not forwarded to the appropriate director or directors will be available to any non-management director who wishes to review it. The Governance and Nominating Committee, on behalf of the Board, will review any letters it may receive concerning the Company’s corporate governance processes and will make recommendations to the Board based on such communications.

Website Access to Corporate Governance Documents

The Company has adopted a Code of Business Conduct and Ethics (the “*Code of Business Conduct*”) and a Code of Ethics for Principal Executive Officer and Senior Financial Officers (the “*Code of Ethics*”) which applies, among others, to the Company’s principal executive officer, principal financial officer and controller.

Copies of the charters for the Audit Committee, the Compensation Committee and the Governance and Nominating Committee, as well as the Company's Corporate Governance Principles, Code of Business Conduct and the Code of Ethics, are available free of charge on the Company's website at www.broadridge.com or by writing to Investor Relations, Broadridge Financial Solutions, Inc., 1981 Marcus Avenue, Lake Success, New York 11042. The Company will also post on its website any amendment to the Code of Business Conduct and the Code of Ethics and any waiver of the Code of Business Conduct or the Code of Ethics granted to any of its directors or executive officers to the extent required by applicable rules.

Certain Relationships and Related Transactions

The Company does not have a written policy pertaining solely to the approval or ratification of "related party transactions." However, the Company has adopted a Code of Business Conduct as noted elsewhere in this section that, among other things, prohibits Company personnel, including members of the Board of Directors from exploiting their positions or relationships with Broadridge for personal gain. In that regard such personnel must avoid:

- causing Broadridge to engage in business transactions with relatives or friends;
- using non-public Broadridge, client or vendor information for personal gain by the employee, their relatives or friends (including securities transactions based on such information);
- having more than a modest financial interest in Broadridge's vendors, clients or competitors;
- receiving a loan, or guarantee of obligations, from Broadridge or a third party as a result of their positions at Broadridge; or
- competing, or preparing to compete, with Broadridge while still employed by Broadridge.

The Code of Business Conduct applies to all Broadridge personnel and its Board of Directors. There shall be no waiver of any part of the Code of Business Conduct, except by a vote of the Board of Directors or a designated committee, which will ascertain whether a waiver is appropriate and ensure that the waiver is accompanied by appropriate controls designed to protect Broadridge.

In the fiscal year ended June 30, 2008, the Company did not engage in any transaction with a related person in which the amount involved exceeded \$120,000.

DIRECTOR COMPENSATION

The Compensation of our non-management directors is determined by the Compensation Committee. The table below sets forth cash and equity compensation paid to our non-management directors in the fiscal year ended June 30, 2008. Mr. Daly's compensation as Chief Executive Officer is reflected in the "Summary Compensation Table" of the "Executive Compensation" section of this Proxy Statement. Mr. Weinbach's compensation is set forth below in the "Compensation of our Executive Chairman and Chairman of the Board of Directors" section. Mr. Daly and Mr. Weinbach do not receive any cash or equity compensation for their participation on the Broadridge Board of Directors.

The table below on non-management director compensation includes the following compensation elements:

Annual Compensation. In fiscal year 2008, non-management directors received an annual retainer of \$35,000 and meeting fees of \$1,500 for each Board meeting, and \$1,500 for each Committee meeting, attended (even if held on the same date). A director's attendance at Board or Committee meetings by telephone results in payment of one-half of the standard meeting fee. The Chairman of the Audit Committee receives an additional \$15,000 per year; the Chairman of each of the Compensation Committee and the Governance and Nominating Committee receives an additional \$10,000 per year. Retainer and meeting fees are paid in cash. In August 2008,

the Compensation Committee approved an increase in the annual retainer paid to non-management directors from \$35,000 to \$40,000 per year, effective July 1, 2008. The Compensation Committee made these changes after a review of non-management directors' compensation at publicly-traded general industry companies in a broad range of industries with annual revenues in the \$1-4 billion range. This review found that, with the increase of the annual retainer amount to \$40,000, the total compensation of Broadridge's non-management directors for fiscal year 2009 is targeted at the 60th percentile of the general industry market. There were no changes to the meeting or committee chair fees.

Directors may elect to defer 100% of their retainer and meeting fees into a notional account. Accounts can earn value over time based on the growth in Broadridge's stock price. Participants receive distributions of their deferrals plus any subsequent stock price gains upon their departure from the Board of Directors. This election is made prior to the beginning of the fiscal year in which the retainers and fees are earned and is irrevocable for the entire fiscal year. Messrs. Brun, Levine and Weber and Ms. Lebenthal elected to defer 100% of their cash compensation in fiscal year 2008. Directors are also reimbursed for their reasonable expenses in connection with attending Board of Director and Committee meetings and other Company events.

Equity Compensation. Non-management directors are eligible to receive stock options under the 2007 Omnibus Award Plan. All options are granted with an exercise price equal to the closing price of Broadridge Common Stock on the date of the grant. All options are fully vested upon grant, and have a term of 10 years. On April 29, 2008, each non-management member of the Board was granted 12,600 stock options with an exercise price of \$18.96. It is expected that non-management directors will be granted stock options annually.

Other Compensation. Non-management directors may participate in the Broadridge Director & Officer Matching Gift Program on the same terms as the Company's executive officers. Under this program, the Company will contribute an equal amount to any qualified tax-exempt organization that a director supports up to a maximum Company contribution of \$10,000 per calendar year.

Fiscal Year 2008 Non-Management Director Compensation

Name	Fees Earned or Paid in Cash (\$ (1))	Stock Awards (\$)	Option Awards (\$ (2))	All Other Compensation (\$ (3))	Total (\$)
Leslie A. Brun	57,500	0	79,380	0	136,880
Richard J. Haviland	70,250	0	79,380	10,000	159,630
Alexandra Lebenthal	56,750	0	79,380	0	136,130
Stuart R. Levine	64,500	0	79,380	3,750	147,630
Thomas E. McInerney	63,750	0	79,380	0	143,130
Alan J. Weber	53,000	0	79,380	10,000	142,380

- (1) This column reports the amount of cash compensation received for fiscal year 2008 Board and committee service.
- (2) This column represents the compensation cost recorded in the Company's fiscal year ended June 30, 2008 consolidated financial statements for each named individual in accordance with the provisions of Financial Accounting Board Statement of Financial Accounting No. 123R, "Share-Based Payment" ("SFAS No. 123R"). These amounts reflect the Company's accounting expense for these awards and do not correspond to the actual value that might be realized by the named individuals. The total number of stock options outstanding for each non-management director as of June 30, 2008, all of which are exercisable, are as follows: 25,100 (Mr. Brun); 25,100 (Mr. Haviland); 25,100 (Ms. Lebenthal); 25,100 (Mr. Levine); 25,100 (Mr. McInerney); and 25,100 (Mr. Weber).
- (3) This column represents Company-paid contributions made to qualified tax-exempt organizations under the Matching Gift Program on behalf of the non-management directors.

Compensation of our Executive Chairman and Chairman of the Board of Directors

Mr. Weinbach is a Broadridge employee, serving as our Executive Chairman and Chairman of the Board of Directors. In fiscal year 2008, his annual compensation consisted of:

1. \$500,000 base salary, paid monthly.
2. An annual stock option grant with an annualized value of \$500,000. The actual number of options granted will be determined annually at the time of grant by dividing the total annualized value of \$500,000 by the Black-Scholes value for each Broadridge stock option. Mr. Weinbach received a stock option grant on April 29, 2008 of 74,300 options with an exercise price of \$18.96 per share, which is equal to the closing price of Broadridge Common Stock on the grant date.
3. Under the Company's Matching Gift Program, the Company matched \$10,000 of contributions to qualified tax-exempt organizations made by Mr. Weinbach in fiscal year 2008.

MANAGEMENT

Directors and Executive Officers

The following table sets forth information regarding individuals who serve as our executive officers. Information about the individuals who serve as our directors is set forth in the “Election of Directors—Information About the Nominees” section of this Proxy Statement.

<u>Name</u>	<u>Age</u>	<u>Position(s)</u>
Arthur F. Weinbach	65	Executive Chairman and Chairman of the Board of Directors
Richard J. Daly	55	Chief Executive Officer and Director
John Hogan	60	President and Chief Operating Officer
Adam D. Amsterdam	47	Vice President, General Counsel and Secretary
Joseph Barra	48	Vice President, Clearing and Outsourcing Solutions
J. Peter Benzie	60	Vice President, Sales
Richard C. Berke	63	Vice President, Human Resources
Douglas R. DeSchutter	38	Vice President, Strategic Development
Robert F. Kalenka	45	Vice President, Global Procurement and Facilities
Charles J. Marchesani	48	Vice President, Securities Processing Solutions
Gerard F. Scavelli	53	Vice President, Investor Communication Solutions
Robert Schiffellite	50	Vice President, Investor Communication Solutions
Dan Sheldon	52	Vice President, Chief Financial Officer

Arthur F. Weinbach. Mr. Weinbach is our Executive Chairman and Chairman of our Board of Directors. Mr. Weinbach’s biographical information is set forth in the “Election of Directors—Information About the Nominees” section of this Proxy Statement.

Richard J. Daly. Mr. Daly is our Chief Executive Officer and a member of our Board of Directors. Mr. Daly’s biographical information is set forth in the “Election of Directors—Information About the Nominees” section of this Proxy Statement.

John Hogan. Mr. Hogan is our President and Chief Operating Officer. Prior to the spin-off, he served as Group President of the Brokerage Services Group of ADP and as a member of the Executive Committee and a Corporate Officer of ADP, positions he held since June 1996. In his role as President, he shared the responsibility of running the Brokerage Services Group with Mr. Daly and was directly responsible for our Securities Processing Solutions and Clearing and Outsourcing Solutions businesses. He joined ADP in 1993 as Senior Vice President and Chief Operations Officer of the Proxy Services business.

Adam D. Amsterdam. Mr. Amsterdam is our Vice President, General Counsel and Secretary. Mr. Amsterdam is responsible for all legal matters related to the Company. Prior to the spin-off, he served as Associate General Counsel and Staff Vice President of ADP since January 2006. Mr. Amsterdam joined ADP in 1991 as Corporate Counsel responsible for the Brokerage Services business. In 1994, he was promoted to Senior Corporate Counsel of ADP. Mr. Amsterdam was promoted in 1996 to Assistant General Counsel and then again in 2002 to Associate General Counsel of ADP.

Joseph Barra. Mr. Barra is our Vice President, Clearing and Outsourcing Solutions. He is responsible for our Clearing and Outsourcing Solutions business. Mr. Barra joined ADP’s Brokerage Services Business in 2005 as the President of ADP Clearing & Outsourcing Services, Inc. Prior to joining ADP, he was instrumental in establishing National Investor Services Corp. (NISC) as TD Waterhouse’s affiliate clearing broker-dealer, and served as its President and Chief Executive Officer from 1996 to 2005. During that time, he took on increasing responsibilities within TD Waterhouse that included overseeing its capital markets group, nationwide call centers and investment centers and also served as President, TD Waterhouse Securities Inc.

J. Peter Benzie. Mr. Benzie is our Vice President, Sales. He is responsible for global sales for our three businesses. Mr. Benzie joined ADP's Brokerage Services Business in 2005 as Executive Vice President, Global Chief Sales Officer. Prior to joining ADP, he served as Executive Vice President of National Financial, a unit of Fidelity Investments from 2001. In that role, he was responsible for Fidelity's correspondent clearing business. He joined Fidelity in 1996, as Executive Vice President in the Private Wealth Management area where he managed Fidelity's retail branches, phone sites, operations, sales, marketing and products.

Richard C. Berke. Mr. Berke is our Vice President, Human Resources. Prior to the spin-off, Mr. Berke served as Corporate Vice President of Human Resources of ADP. He joined ADP in 1989 as Corporate Vice President of Human Resources and between 1994 and 1996 held various positions within ADP before returning to his role as Corporate Vice President of Human Resources in 1997. Mr. Berke is a member of the Board of Directors of Hain Celestial Group, Inc.

Douglas R. DeSchutter. Mr. DeSchutter is our Vice President, Strategic Development. Mr. DeSchutter's responsibilities include mergers and acquisitions and the development of our long-term growth strategy including strategic planning and new market opportunities. Prior to the spin-off, Mr. DeSchutter served as Vice President of Corporate Development for ADP from 2002 until he was promoted to Staff Vice President of Corporate Development in 2006. Prior to joining ADP in 2002, he was Vice President of Mergers & Acquisitions at Lehman Brothers focusing on the technology sector.

Robert F. Kalenka. Mr. Kalenka is our Vice President, Global Procurement and Facilities. In addition to being responsible for global procurement and facilities, he is responsible for the operations of our Investor Communication Solutions business. Mr. Kalenka joined ADP's Brokerage Services Business in 1992 in the Investor Communication Services Division as Director of Finance. He was promoted to Vice President of Operations of the Investor Communication Services Division in 1994, and again as Chief Operating Officer and Senior Vice President of the Investor Communication Services Division in 1999.

Charles J. Marchesani. Mr. Marchesani is our Vice President, Securities Processing Solutions. He is responsible for our securities processing services. Mr. Marchesani joined ADP's Brokerage Services Business in 1992 in the Market Data Services Division as Director of the Help Desk and served in various roles of increasing responsibility within the Brokerage Processing Services business until he was promoted to General Manager of the Brokerage Processing Services business in 2005.

Gerard F. Scavelli. Mr. Scavelli is our Vice President, Investor Communication Solutions. He is responsible for our financial information distribution and transaction reporting services. Mr. Scavelli joined ADP's Brokerage Services Business in 1997 as Vice President of Business Development. In 1999, he was promoted to Senior Vice President and General Manager of Information Distribution Services.

Robert Schiffellite. Mr. Schiffellite is our Vice President, Investor Communication Solutions. He is responsible for our beneficial, registered and global proxy communications services and our reorganization/corporate actions and tax reporting services. Mr. Schiffellite joined ADP's Brokerage Services Business in 1992 as Vice President, Client Services. In 1996, he was promoted to Senior Vice President and General Manager of Investor Communication Services.

Dan Sheldon. Mr. Sheldon is our Vice President and Chief Financial Officer. He joined ADP in 1984 as Director of Internal Audit. During his tenure with ADP, he held various senior financial management positions in most of the major business units, including as Chief Financial Officer of the Brokerage Services Business of ADP. Mr. Sheldon was appointed Corporate Vice President and Controller of ADP in June 2003. In addition to his role as Controller, he was responsible for ADP's shared services operations and finance information systems.

**OWNERSHIP OF COMMON STOCK BY
MANAGEMENT AND CERTAIN BENEFICIAL OWNERS**

The following table shows the number of shares of Common Stock beneficially owned by each director, each executive officer named in the Summary Compensation Table (the “*Named Executive Officers*”), and by all directors and executive officers as a group.

The information set forth below is as of August 31, 2008 and is based upon information supplied or confirmed by the named individuals. The address of each person named in the table below is c/o Broadridge Financial Solutions, Inc., 1981 Marcus Avenue, Lake Success, New York 11042.

<u>Beneficial Owner</u>	<u>Common Shares (1), (2)</u>	<u>Percent of Common Shares</u>
Joseph Barra	196,311	*
Leslie A. Brun	25,600	*
Richard J. Daly	475,441	*
Richard J. Haviland (3)	38,385	*
John Hogan	365,911	*
Alexandra Lebenthal	25,100	*
Stuart R. Levine	26,258	*
Charles Marchesani	203,029	*
Thomas E. McInerney	35,100	*
Dan Sheldon	388,293	*
Alan J. Weber	25,100	*
Arthur F. Weinbach	196,030	*
All directors and executive officers as a group (19 persons including those directors and executive officers named above)	3,217,975	2.29%

- * Represents beneficial ownership of less than 1% of the issued and outstanding shares of Common Stock.
- (1) Includes unrestricted Common Stock over which each director or executive officer has sole voting and investment power and restricted Common Stock over which they have sole voting power but no investment power (until restrictions lapse).
- (2) Amounts reflect vested stock options and stock options that will vest within 60 days of August 31, 2008. If shares are acquired, the director or executive officer would have sole discretion as to voting and investment. The shares beneficially owned include: (i) the following shares subject to such options granted to the following directors and executive officers: 166,766 (Mr. Barra); 25,100 (Mr. Brun); 435,101 (Mr. Daly); 25,100 (Mr. Haviland); 355,044 (Mr. Hogan); 25,100 (Ms. Lebenthal); 25,100 (Mr. Levine); 193,249 (Mr. Marchesani); 25,100 (Mr. McInerney); 376,925 (Mr. Sheldon); 25,100 (Mr. Weber); and 13,200 (Mr. Weinbach); and (ii) 2,862,088 shares subject to such options granted to all directors and executive officers as a group.
- (3) Includes 13,285 shares of Common Stock held in two trusts in which Mr. Haviland and his wife are co-trustees.

The following table sets forth, as of August 31, 2008, the amount of beneficial ownership of each beneficial owner of more than five percent (5%) of the Company’s Common Stock:

<u>Beneficial Owner</u>	<u>Number of Common Shares Beneficially Owned</u>	<u>Percentage of Common Shares Beneficially Owned</u>
Barclays Global Investors (1)	8,644,338	6.15%
Blue Ridge Capital (2)	7,281,401	5.18%
PBK Holdings, Inc. (3)	7,703,537	5.48%

- (1) Based on the information contained in a Schedule 13G filed on February 5, 2008, the following persons beneficially own, in the aggregate, 8,644,338 of the Company's Common Stock:

<u>Beneficial Owner</u>	<u>Number of Common Shares Beneficially Owned</u>
Barclays Global Investors, NA.	6,022,674
Barclays Global Fund Advisors	1,930,342
Barclays Global Investors, LTD	484,441
Barclays Global Investors Japan Limited	199,642
Barclays Global Investors Canada Limited	7,239

The address of Barclays Global Investors, NA and Barclays Global Fund Advisors is 45 Fremont Street, San Francisco, CA 94105. The address of Barclays Global Investors, LTD is Murray House, 1 Royal Mint Court, London, EC3N 4HH. The address of Barclays Global Investors Japan Limited is Ebisu Prime Square Tower, 8th Floor, 1-1-39 Hiroo Shibuya-Ku, Tokyo, 150-8402, Japan. The address of Barclays Global Investors Canada Limited is Brookfield Place, 161 Bay Street, Suite 2500, P.O. Box 614, Toronto, Canada, Ontario M5J 2S1.

- (2) Based on the information contained in a Schedule 13G filed on September 7, 2007, the following persons beneficially own, in the aggregate, 7,281,401 of the Company's Common Stock:

<u>Beneficial Owner</u>	<u>Number of Common Shares Beneficially Owned</u>
Blue Ridge Limited Partnership (" <i>BRLP</i> ")	4,350,018
Blue Ridge Offshore Master Limited Partnership (" <i>BROMLP</i> ")	2,931,383

As the general partner of BRLP, Blue Ridge Capital Holdings LLC ("*BRCH*") may, for purposes of Rule 13d-3 under the Exchange Act, be deemed to own beneficially the shares held by BRLP. As the general partner of BROMLP, Blue Ridge Capital Offshore Holdings LLC ("*BRCOH*"), may, for purposes of Rule 13d-3 under the Exchange Act, be deemed to own beneficially the shares held by BROMLP. As the managing member of BRCH and BRCOH, Mr. John A. Griffin ("*Mr. Griffin*") may, for purposes of Rule 13d-3 under the Exchange Act, be deemed to own beneficially the shares held by BRCH and BRCOH. Each of BRCH, BRCOH and Mr. Griffin disclaim any beneficial ownership of such shares. All of the above-mentioned entities and persons disclaim group attribution. The address of Mr. Griffin, BRLP, BRCH and BRCOH is 660 Madison Avenue, 20th Floor, New York, NY 10021. The address of the business office of BROMLP is P.O. Box 309GT, Uglund House, South Church Street, George Town, Grand Cayman, Cayman Islands.

- (3) Based on the information contained in a Schedule 13G filed on April 28, 2008, PBK Holdings, Inc. beneficially owns 7,703,537 of the Company's Common Stock. Partnerships of which PBK Holdings, Inc. is the general partner are the owners of record of the Common Stock reported herein. Each of PBK Holdings, Inc., Philip B. Korsant, and ZBI Equities, L.L.C. may be deemed to beneficially own the Common Stock reported herein as a result of the direct or indirect power to vote or dispose of such stock. The address of PBK Holdings, Inc., Philip B. Korsant and ZBI Equities, L.L.C. is 283 Greenwich Avenue, Greenwich, CT 06830.

COMPENSATION DISCUSSION AND ANALYSIS

Overview

As required by its charter, the Broadridge Compensation Committee has oversight of all elements of total compensation of Broadridge's senior executive officers, including the Named Executive Officers, and it approves the total compensation packages of the Executive Chairman and the Chief Executive Officer. In practice, the Compensation Committee is involved in the review and approval of all compensation-related decisions related to all of the Named Executive Officers. The Compensation Committee plays a significant role in the evolution of Broadridge's executive compensation strategies and policies in order to ensure that such compensation strategies and policies support our long-term business strategy and enhance our performance and return to stockholders.

To help guide and facilitate this role where necessary, the Broadridge Compensation Committee engaged Towers Perrin as its independent compensation consultant, to provide compensation market analysis and insight with respect to our key executives, including the Named Executive Officers. Please see the "Corporate Governance" section of this Proxy Statement for additional information about the role of Towers Perrin.

Management consults with the Broadridge Compensation Committee by providing compensation data and making recommendations on the compensation policies. In addition, management provides compensation related information to the independent compensation consultant.

Compensation Program Objectives and Rewards

Broadridge's executive officer total compensation programs are designed to enable us to achieve our goal of long-term value creation for stockholders. The programs' objectives are:

- Provide a clear "line of sight" and linkage between individual performance, organization performance and pay.
- Attract, engage and retain the executive officers that help ensure our future success.
- Motivate and inspire executive officer behavior that fosters a high-performance culture.
- Ensure that our executive officers are motivated to increase stockholder value.

We measure the achievement of these objectives by monitoring executive recruiting and retention, productivity, financial and operational performance, executive engagement, and market competitiveness.

All of the compensation and benefits programs for our Named Executive Officers described below enable Broadridge to attract, retain and motivate the highly talented individuals who will enable us to succeed in a highly competitive marketplace. Each of the compensation elements are designed to achieve the objectives set forth above.

- Base salary and benefits are designed to attract and retain executives over time by providing regular and continued payments that are appropriate to their position, experience and responsibilities.
- Annual performance-based cash awards are designed to focus our executives on pre-set objectives each year and drive specific performance needed to foster short-term and long-term growth and profitability.
- Long-term incentives, consisting of stock options and performance-based restricted stock units ("RSUs") under the 2007 Omnibus Award Plan, are designed to develop a clear line of sight and linkage between key executive effort, company performance, and the creation of long-term stockholder value.
- Severance and change in control plans are designed to neutralize the potential conflict of our key executives when faced with a potential change in control or other possible termination situation and to facilitate our ability to attract and retain executives as we compete for talented individuals in a marketplace where such protections are commonly offered.

Generally, Broadridge provides its corporate officers a total compensation package of base salary, annual cash incentive award, and long-term incentive awards. The goal is to pay a total compensation package valued at the median of the external market for target performance, and above the median of the external market for superior company performance, as defined by profitability and the long-term growth in total stockholder return.

In addition, Broadridge has initiated a multi-year program to increase total equity ownership among its corporate officers through special stock option grants that are in addition to the annual long-term incentive awards explained above. These grants are described in greater detail below in the “Special Stock Option Grants” section of this Proxy Statement. The Board of Directors has also adopted Broadridge stock ownership guidelines for corporate officers that are described in greater detail in the “Stock Ownership Guidelines” section of this Proxy Statement.

Peer Group Selection

The Broadridge Compensation Committee, with the assistance of its independent compensation consultant, has determined that the following 17 companies are Broadridge’s peers for compensation benchmarking purposes:

- Alliance Data Systems Corp.
- Cognizant Technology Corporation
- Convergys Corp.
- DST Systems Inc.
- Fair Isaac Corp.
- Fidelity National Information Services, Inc.
- Fiserv Inc.
- GFI Group Inc.
- Heartland Payment Systems, Inc.
- Hewitt Associates, Inc.
- Interactive Data Corporation
- Paychex, Inc.
- Perot Systems Corp.
- SAVVIS, Inc.
- SEI Investments Co.
- TeleTech Holdings Inc.
- Total System Services, Inc.

This list has been adjusted from the 23 companies in the 2007 peer group by the removal of six companies. The BYSIS Group Inc., Ceridian Corp., Checkfree Corp., Choicepoint Inc., and Investors Financial Services Corp. were removed because they were acquired by other companies and were no longer viewed as appropriate comparables. In addition, SunGard Data Systems Inc. was removed because its private ownership structure made it a poor fit as a peer for Broadridge. This list of companies in the peer group will be reviewed annually by the Compensation Committee.

The Compensation Committee also reviewed data related to publicly-traded general industry companies with annual revenues in the \$1-4 billion range when it evaluated the market competitiveness of Mr. Daly’s compensation in August 2008. The list was made up of 475 companies in a broad range of industries with median revenue of \$1.87 billion. This information was reviewed by the Compensation Committee in conjunction with the peer group data to determine market rates and year-over-year changes in Mr. Daly’s total compensation which are discussed in more detail below.

The Broadridge Compensation Committee used both the peer group data and the general industry market data to set the compensation levels for the Named Executive Officers as described below. Peer group data were also used to determine external market competitive practice on corporate officer stock ownership levels when evaluating the special stock option grants, as explained below.

Broadridge Compensation Program Design

The Broadridge Compensation Committee designed an executive compensation package for the Named Executive Officers with the following compensation elements:

- Base salary
- Annual performance-based cash incentives (*i.e.*, annual target bonuses)
- Annual grants of Broadridge stock options
- Annual grants of RSUs with performance vesting
- A Change in Control Severance Plan and related agreements
- A 401(k) plan, a Supplemental Officers Retirement Plan (SORP), and a non-qualified deferred compensation plan
- Benefit Plans
- Perquisites

Elements of Executive Compensation

Base Salary

Broadridge's base salaries for corporate officers are designed so that, when combined with other compensation elements, the total compensation levels at target performance meet the median of the external market. Corporate officer base salaries vary based on job responsibilities, individual contribution, and the relative scarcity of key skills in the external market. The Compensation Committee annually reviews and recommends the base salaries for our Named Executive Officers.

CEO Base Salary

In August 2008, the Compensation Committee approved a 12.5% base salary increase for Mr. Daly from \$600,000 per year to \$675,000 per year. In approving this base salary increase, the Compensation Committee reviewed data on CEO total compensation levels for both the peer group and the \$1-4 billion general industry group. The Compensation Committee considered Broadridge's overall performance during Mr. Daly's tenure as Chief Executive Officer, and his historical base salary position below the 50th percentile of the peer group. This increase, effective July 1, 2008, resulted in Mr. Daly's salary being slightly above the 50th percentile of the CEO base salaries in the peer group, and between the 25th and 50th percentiles of the general industry market data reviewed by the Compensation Committee.

Other Named Executive Officer Base Salary

The Compensation Committee reviewed and approved a 7.7% increase to the base salary of Mr. Marchesani from \$325,000 per year to \$350,000 per year, effective January 1, 2008, along with an increase in his annual cash incentive award, in response to external market data that showed Mr. Marchesani's target total cash compensation was low relative to his peers in the financial services industry. Given his critical role and expertise related to the complexities of the financial services industry and the potential competitive threat for his talent, the Compensation Committee made these changes in advance of the regularly scheduled base salary review of April 2008.

The Compensation Committee reviewed and approved changes to the base salaries of all other Named Executive Officers in February 2008, effective April 1, 2008. In making these changes, the Compensation Committee considered the individual performance and expertise of each officer, the external market for talent, and the fiscal year 2008 budget for merit increases in Broadridge overall. The base salary increases approved by the Compensation Committee ranged from 5.0% to 8.0%.

Annual Performance-Based Cash Incentives

Broadridge provides annual performance-based cash incentives to all of its Named Executive Officers. These awards are made under Section 11 of the 2007 Omnibus Award Plan. Broadridge's executive officers, including the Named Executive Officers, receive a cash award based on a mix of financial, operational and leadership performance goals. The details of how the 2008 annual cash incentive amounts were calculated for the Named Executive Officers are provided below.

Mr. Daly received two cash incentive payments related to fiscal year 2008 performance: a mid-year cash incentive paid in February 2008, and a full-year cash incentive paid in August 2008.

Fiscal Year 2008 Mid-Year Cash Incentive Award

Mr. Daly's mid-year cash incentive award was a one-time arrangement designed to bridge a gap in total compensation competitiveness among the peer group, based on a study conducted by Towers Perrin in June 2007. This award had a target value of \$500,000, and was based on the achievement of Broadridge's pre-tax Net Operating Income ("NOI") target for the first six months of fiscal year 2008 (July 1, 2007 through December 31, 2007). Its range of possible payment was 0% to 120% of the \$500,000 target. 0% of the target would be payable on NOI achievement below the minimum of the pre-set six-month NOI goal range, and 120% of the target would be payable on NOI achievement at or above the maximum of the six-month NOI goal range. The details of how this award was scored and paid are in the following section. This award was a one-time event, and is not part of Mr. Daly's compensation package for fiscal year 2009.

Fiscal Year 2008 Full-Year Cash Incentive

Mr. Daly's full-year cash incentive award is part of his total annual compensation package. Its target value for fiscal year 2008 was \$600,000, with a range of possible payment of 0% to 200% of the target amount. Its weights and measures were approved by the Compensation Committee as follows:

- **Financial Goals** (45% of the weighting of the full-year cash incentive) of Broadridge Net Revenue, NOI, Sales, Cash Flow, the development of an operating plan for the next fiscal year with aggressive and acceptable revenue and Earnings Per Share ("EPS") growth objectives, and EPS.
- **Operational Goals** (30% of the weighting of the full-year cash incentive) included the development and execution of strategic goals that were designed to improve the Company's long-term financial strength and market position.
- **Leadership Goals** (25% of the weighting of the full-year cash incentive) included maintenance of a high employee satisfaction level, continued development of a strong officer and executive team, development of a succession planning process with an emphasis on senior leadership succession, and other key leadership initiatives.

Broadridge's other Named Executive Officers have cash incentive programs that are similarly structured. Their annual incentive target goals were written and approved by Mr. Daly, with his own financial, operational, and leadership goals serving as a guideline on both target performance and relative weighting of those goals. Their annual incentive targets and key performance measures for fiscal year 2008 were as follows:

<p>Dan Sheldon Target Incentive Award = \$334,687 (1)</p>	<ul style="list-style-type: none"> • Financial Goals (50% weight)—Broadridge Net Revenue, NOI, EPS, and Sales • Operational Goals (30% weight)—Cash Flow, margin improvements, Sarbanes- Oxley Act audit requirements, and client satisfaction • Leadership Goals (20% weight)—Employer of choice initiatives and development of a strong team
<p>John Hogan Target Incentive Award = \$500,000 (1)</p>	<ul style="list-style-type: none"> • Financial Goals (45% weight)—Broadridge Net Revenue, NOI, EPS, and Sales • Operational Goals (30% weight)—Development and execution of strategic goals designed to improve the Company's long-term financial strength and market position • Leadership Goals (25% weight)—Employer of choice initiatives and development of a strong team
<p>Joseph Barra Target Incentive Award = \$452,410 (1)</p>	<ul style="list-style-type: none"> • Financial Goals (82% weight)—Broadridge EPS, Division Revenue, Division NOI, and Division Sales • Operational Goals (10% weight)—Market growth and new solutions to improve margins, and client satisfaction • Leadership Goals (8% weight)—Employer of choice initiatives and development of a strong team
<p>Charles J. Marchesani Target Incentive Award = \$350,000 (1)</p>	<ul style="list-style-type: none"> • Financial Goals (55% weight)—Broadridge EPS, Division Revenue, Division NOI, and Division Sales • Operational Goals (25% weight)—Market growth and new solutions to improve margins, and client satisfaction • Leadership Goals (20% weight)—Employer of choice initiatives and development of a strong team

(1) The target cash incentive award amounts are a percentage of each executive officer's base salary and are determined by a combination of the executive's job grade level and other factors such as the specific responsibilities of the executive's role and external market practices. The Named Executive Officers' 2008 annual incentive targets were: Mr. Sheldon: 75%; Mr. Hogan: 100%; Mr. Barra: 115%; and Mr. Marchesani: 100% of their respective base salaries. Mr. Marchesani's incentive target amount was increased from 50% to 100% of his fiscal year-end salary effective on January 1, 2008, in order to increase his total cash compensation competitiveness relative to the market.

The probability of achieving all of the goals described above was substantially uncertain at the time the goals were set. Other than the Sales and Division Sales goals, all of the Company's financial goals are presented in accordance with U.S. Generally Accepted Accounting Principles. The Sales goal is measured as the annual value of the expected revenue for services contracts signed in the current fiscal year. The Division Sales goals are the annual value of the expected revenue for services contracts signed for the particular business segment.

The financial goals for the cash incentive awards of Messrs. Barra and Marchesani are more heavily weighted toward financial performance than the other Named Executive Officers because they are scored against both overall Broadridge financial performance and the financial performance of the divisions that they manage. With respect to Mr. Barra's award in particular, 76% of the goals are based specifically on the growth and profitability of the Clearing and Outsourcing Solutions business unit, due to the high degree of importance that the Company has placed on that segment's long-term success in achieving the Company's business strategy.

Detailed Scoring of Fiscal Year 2008 Cash Incentive Payments

Mr. Daly’s cash incentive payments were reviewed and approved by the Broadridge Compensation Committee based upon the actual results achieved against the following financial, operational and leadership goals:

Mid-Year Fiscal Year 2008 Cash Incentive Scoring and Payment

The NOI goal range and actual NOI achievement for the first two quarters of fiscal year 2008 were as follows:

	<u>NOI for First Two Quarters of Fiscal Year 2008</u>
Goal Range	\$66 – 81 million
Achievement	Over \$81 million

As explained above, 0% of the target cash incentive would have been payable on NOI achievement below the minimum of the goal range, and 120% of the target cash incentive would have been payable on NOI achievement at or above the maximum of the goal range. The Company’s NOI achievement was above the maximum of the goal range. Therefore, in February 2008, the Compensation Committee approved the payment to Mr. Daly of \$600,000 for the mid-year cash incentive award, which is the maximum payment of 120% of the \$500,000 target.

Fiscal Year 2008 Full-Year Cash Incentive Payment

The financial, operational and leadership goals for Mr. Daly were set and scored by the Broadridge Compensation Committee. The key financial, operational, and leadership measures of Mr. Daly’s fiscal year 2008 full-year cash incentive award were scored as follows:

<u>Key Financial Measure (1)</u>	<u>Goal Range</u>	<u>Achievement</u>
Fiscal Year 2008 Broadridge Net Revenue	\$1,900 – \$2,440 million	\$2,207 million
Fiscal Year 2008 Broadridge Consolidated Pre-tax NOI	\$151 – \$201 million	\$192 million
Fiscal Year 2008 Broadridge Total Sales (2)	\$61.25 – \$171.5 million	\$148.7 million
Fiscal Year 2008 Outsourcing Sales (3)	\$15 – \$25 million	Under minimum
Fiscal Year 2008 Broadridge Cash Flow	\$150 – \$190 million	Over maximum
Fiscal Year 2009 Broadridge Operating Plan (4)	Create a fiscal year 2009 operating plan that shows positive revenue and EPS over fiscal year 2008 actual performance	Revenue and EPS growth plan successfully created
Fiscal Year 2008 Broadridge EPS	\$1.06 – \$1.43	\$1.36

(1) For each Financial Measure, Broadridge assigned a scaled number of points that varied based on the performance results within the goal range, and each point had a pre-set dollar value.

- (2) Total Sales is measured as the annual value of the expected revenue for services contracts signed in fiscal year 2008.
- (3) Total Outsourcing Sales is measured as the annual value of the expected revenue for outsourcing services contracts signed in fiscal year 2008.
- (4) Fiscal Year 2009 operating plan is measured as the expected growth in both Broadridge revenue and Broadridge EPS in fiscal year 2009 as compared to actual revenue and EPS achievement in fiscal year 2008.

Key Operational and Leadership Goals

<u>Key Operational and Leadership Goals</u>	<u>Stated Goal</u>	<u>Achievement</u>
Key Strategic Effort	<ul style="list-style-type: none"> • Build a five-year strategic plan that aims to grow revenue from new products and acquisitions 	<ul style="list-style-type: none"> • Created a five-year plan which provides for new revenue from the Business Builder Incubator, a Broadridge initiative designed to develop new revenue-generating opportunities, and acquisitions
Succession Planning/ Development	<ul style="list-style-type: none"> • Executive Development/Organizational Development (“ED/OD”) process with a focus on top tier succession planning • Implement a diversity plan • Maintain acceptable domestic and international associate turnover rates • Achieve organization-wide associate engagement scores 	<ul style="list-style-type: none"> • New ED/OD process was created and accepted by the Executive Committee and the Board. It was implemented within the senior levels of the Company • Diversity plan created and implemented with wide participation and ownership by Executive Committee members • Turnover results achieved • Improvement in year-over-year associate engagement scores achieved
Business and Execution	<ul style="list-style-type: none"> • Successful implementation of a major client initiative • Develop a plan to manage the introduction of the Notice & Access product • Margin improvement at key facilities • Account management and client retention 	<ul style="list-style-type: none"> • Major client initiative successfully completed • Notice & Access product was successfully introduced • Margin improvement was achieved in key facilities • Revenue retention <ul style="list-style-type: none"> • Achieved highest client survey scores in Company history • No major unplanned client losses
Quality of Leadership	<p>This item permits recognition of other significant contributions not described above, including Executive Committee participation, additional acquisition/business development, and the continued development of the Chief Executive Officer in his role.</p>	<p>The Compensation Committee recognized the significant progress and development the Chief Executive Officer has made in these areas.</p>

All other Named Executive Officer annual cash incentive awards were set and scored by Mr. Daly and approved by the Compensation Committee. The results of the full-year bonus calculation for fiscal year 2008 are as follows:

<u>Name</u>	<u>Fiscal Year 2008 Full-Year Annual Cash Incentive Totals</u>		
	<u>Target \$</u>	<u>Earned \$</u>	<u>Earned as % of Target</u>
Richard J. Daly	\$600,000	\$889,980	148%
Dan Sheldon	\$334,687	\$505,379	151%
John Hogan	\$500,000	\$794,150	159%
Joseph Barra	\$452,410	\$363,277	80%
Charles J. Marchesani	\$350,000	\$525,000	150%

Amounts payable pursuant to the 2007 Omnibus Award Plan are intended to qualify as “performance-based compensation” under Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”). Under transition rules for spun-off companies, stockholder approval of the 2007 Omnibus Award Plan was not required until the first regularly scheduled stockholder meeting of the new publicly-held corporation that occurs more than 12 months following the first year of the spin-off (*i.e.*, at the Company’s 2008 Annual Meeting of Stockholders). Accordingly, we are requesting stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan so that compensation paid under such plan may qualify as “performance-based compensation” under Section 162(m). Please see the “Approval of the Amendment and Restatement of our 2007 Omnibus Award Plan” section of this Proxy Statement for a detailed discussion of this Proposal.

Fiscal Year 2009 Annual Cash Incentive Award Changes

In August 2008, the Compensation Committee approved changes to the fiscal year 2009 target cash incentive awards for the Named Executive Officers as follows:

CEO Annual Cash Incentive Award

The Compensation Committee approved an increase in the full-year target cash incentive for Mr. Daly from \$600,000 to \$1,100,000. The mid-year target cash incentive of \$500,000 was a one-time arrangement for fiscal year 2008. However, the Compensation Committee decided to incorporate the target value of Mr. Daly’s mid-year cash incentive award into his full-year cash incentive award in order to maintain a total target compensation package that is more closely aligned with the total compensation levels of the peer group. Mr. Daly’s fiscal year 2009 target cash incentive amount is unchanged from the aggregate target amount in fiscal year 2008.

President and Chief Operating Officer Annual Cash Incentive Award

The Compensation Committee approved a recommendation from Mr. Daly to increase Mr. Hogan’s full-year target cash incentive for fiscal year 2009 from \$500,000 to \$700,000. Mr. Daly recommended this change in order to improve internal compensation alignment and external market compensation competitiveness for Mr. Hogan from the 50th percentile, the median of the peer group, to the 60th percentile, which is where companies in the peer group of similar NOI and market capitalization were targeting for their second highest paid executive officers.

The fiscal year 2009 target cash incentive awards for Messrs. Sheldon, Marchesani, and Barra as a percentage of fiscal year-end base salary will remain unchanged.

Long-Term Incentive Compensation

The Company maintains the 2007 Omnibus Award Plan which provides for the granting of incentive stock options, non-qualified stock options, stock appreciation rights (“SARs”), restricted stock, RSUs, phantom stock awards, stock bonuses and performance compensation awards, or a combination of the foregoing to employees, directors, and consultants or advisors to the Company. The Board of Directors or its delegate has sole discretion to determine eligibility under the 2007 Omnibus Award Plan. The purpose of the 2007 Omnibus Award Plan is to align employees’ and directors’ financial interests with those of stockholders, and to improve our long-term profitability and stability through the attraction and retention of superior talent.

Broadridge Long-Term Incentive Grants

Broadridge makes annual long-term incentive grants to its Named Executive Officers and other key employees. For all Broadridge corporate officers, these grants include stock options and RSUs with performance requirements prior to vesting.

Each Named Executive Officer has an annual long-term incentive target grant denoted in U.S. dollars. Those dollar targets will result in annual grants of stock options and RSUs based on the prevailing price of Broadridge Common Stock and the SFAS No. 123R expected value of each stock option granted as determined by a standard stock option valuation model.

- **Stock Options** are anticipated to be granted annually under the 2007 Omnibus Award Plan. The fiscal year 2008 stock option grant occurred in February 2008. The aggregate number of stock options granted, as well as the individual grants to the Executive Chairman and Chief Executive Officer, are approved by the Compensation Committee prior to the grant. The Compensation Committee has delegated the authority to make other stock option grants to the Chief Executive Officer, though all recommendations by the Chief Executive Officer regarding grants made to other executive officers, including the Named Executive Officers, are reviewed and approved by the Compensation Committee.

The exercise price of the stock options shall not be less than the Broadridge Common Stock price on the date of the grant (*i.e.*, fair market value). Grants have a 10 year term and vest 20% per year on the anniversary date of the grant for the following five years subject to continued employment with the Company.

At its August 2008 meeting, the Compensation Committee decided to suspend the annual 2009 stock option grants for corporate officers who receive special stock option grants. It is expected that the Compensation Committee will take the same action next year with respect to the 2010 annual stock option grants.

- **Restricted Stock Units** are anticipated to be granted annually under the 2007 Omnibus Award Plan. The fiscal year 2008 grant occurred on October 1, 2007. It is anticipated that RSUs will settle in Broadridge shares at the end of a two-year performance period, based on pre-set goals for Broadridge’s financial performance over the performance period. For the performance cycle for fiscal years 2008 and 2009, and for fiscal years 2009 and 2010, the financial goal is EPS growth. The number of shares that can be earned based on performance ranges from 0% to 150% of the total target RSUs. RSUs do not receive dividend equivalents over the performance period and have no voting rights.

Once the RSUs settle in shares, the shares will be restricted from sale until April 1st of the following calendar year, thus resulting in a 30 month cycle from grant to vesting.

The aggregate number of RSUs granted, the performance criteria required to earn shares under the 2007 Omnibus Award Plan, and the individual grants to the Chief Executive Officer and the other executive officers are approved by the Compensation Committee prior to the grant.

The grants of RSUs made to the Named Executive Officers on August 2, 2007 and October 1, 2007, and of stock options on February 4, 2008, are detailed in the “Grants of Plan-Based Awards Table” section of this Proxy Statement.

Completion of Transitional Performance-based Restricted Stock Cycle

In fiscal year 2007, Broadridge's former parent company, ADP, introduced a performance-based restricted stock plan with a two-year performance cycle. After reviewing the ADP performance-based restricted stock plan, the Compensation Committee determined that the performance measures of such plan were not relevant to the ongoing performance of Broadridge. Therefore, for fiscal year 2008, Broadridge granted performance-vesting RSUs with a one-year performance cycle to select key employees, including the Named Executive Officers, to provide (1) an equivalent expected value at target performance to the ADP plan before the March 2007 spin-off of Broadridge from ADP, (2) an opportunity to build the employees' stock ownership, and (3) an incentive to focus on critical financial issues in our first full fiscal year as an independent company. The maximum number of shares that could have been earned under this transitional plan was 125% of the total RSUs granted, and fiscal year 2008 fully-diluted EPS was the performance measure. The target grant and performance metrics were approved by the Compensation Committee on August 2, 2007.

The Compensation Committee determined at its August 2008 meeting that the 125% maximum achievable goal was attained. The subsequent grants of restricted stock to each Named Executive Officer under the 2007 Omnibus Award Plan were as follows:

<u>Name</u>	<u>Original Target Award</u>	<u>Actual Shares Achieved (125%)</u>	<u>Value on Grant Date (September 22, 2008) (1)</u>
Richard J. Daly	29,482	36,852	\$621,325
Dan Sheldon	6,756	8,445	\$142,383
John Hogan	29,482	36,852	\$621,325
Joseph Barra	3,071	3,838	\$ 64,709
Charles J. Marchesani	4,422	5,527	\$ 93,185

- (1) The value on the grant date is based on the closing price of the Common Stock on September 22, 2008 of \$16.86.

Special Stock Option Grants

On February 25, 2008, the Compensation Committee approved special stock option grants under the Company's 2007 Omnibus Award Plan to certain of the Company's corporate officers, including all of the Named Executive Officers. All of the stock option grants have a 10 year term, subject to earlier expiration upon the occurrence of certain events. In order to recognize the entire accounting charge relating to these grants in the current fiscal year as well as to encourage the direct ownership of the Company's shares, each stock option became fully vested four months from the grant date.

These grants were made following the Compensation Committee's review of peer group data on officer share ownership levels and a determination that the level of ownership of the Company's shares by all of the Company's corporate officers (which includes the Named Executive Officers), as a group, did not adequately align their interests with those of the Company's stockholders. Because most of the corporate officers were not corporate officers prior to the Company's spin-off from ADP, and the ADP Compensation Committee took no action prior to the spin-off regarding long-term Broadridge stock ownership targets for Broadridge corporate officers, these individuals have not had an opportunity to accumulate equity ownership in the Company through stock options and/or restricted stock grants.

As a result of the relatively low level of stock ownership as a percentage of the total outstanding shares, the Compensation Committee determined it was appropriate to increase the total ownership of Company Shares by the corporate officers through a multi-year series of stock option grants. They are, and will be, larger than would otherwise be granted annually had the Company been independent for a greater number of years.

The Compensation Committee's long-term goal is to have corporate officers own directly, or have granted to them in the form of stock options, restricted stock, and RSUs, five percent of all Company Shares outstanding. The Compensation Committee anticipates it will take several years to meet this goal. In addition to the long-term ownership goal stated above, the Compensation Committee has approved stock ownership guidelines (which are more fully described below) so that, following the vesting of these grants, corporate officers will own an adequate amount of Company Shares to keep their individual interests aligned with those of the Company's stockholders.

Conditional Grant of Select Special Stock Option Grants: On April 29, 2008, the Compensation Committee determined that a portion of the special stock option grants made to Messrs. Daly, Sheldon, and Hogan were void because they exceeded the per calendar year individual stock option limit of 200,000 shares under the 2007 Omnibus Award Plan. As a result, the special stock option grants made on February 25, 2008 to these three officers were reduced from their previously reported amounts.

In furtherance of the Compensation Committee's long-term goal to have corporate officers own directly, or have granted to them in the form of stock options, restricted stock and RSUs, five percent of all Company Shares outstanding, on April 29, 2008, subject to the approval by the Company's stockholders, the Company's Board of Directors amended the 2007 Omnibus Award Plan to increase the calendar year individual stock option limit to 850,000 shares, and the Compensation Committee granted new stock options under the 2007 Omnibus Award Plan to Messrs. Daly, Sheldon, and Hogan. Each of the stock options granted on April 29, 2008 will become fully vested upon stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan, subject to the Named Executive Officer's continued service through such date. Other than the vesting, the new special stock options have the same 10 year term, subject to earlier expiration upon the concurrence of certain events, as the February 25, 2008 special stock option grants.

The specific special stock option grants made to the Named Executive Officers on February 25, 2008 and April 29, 2008 under the 2007 Omnibus Award Plan are detailed in the "Grants of Plan-Based Awards Table" of this Proxy Statement. The next set of special stock option grants are expected to be made to all Named Executive Officers in the third quarter of fiscal year 2009, although no specific grant amounts or terms of the awards have yet been established.

Fiscal Year 2009 Long-Term Incentive Award Changes

In August 2008, the Compensation Committee approved changes to the fiscal year 2009 long-term incentive awards for Named Executive Officers as follows:

CEO Long-Term Incentive Award

The Compensation Committee approved an increase in the total annualized expected value of long-term incentives to be granted to Mr. Daly in fiscal year 2009, as part of an effort to provide a total target compensation package that is more closely aligned with the peer group. In addition, the Compensation Committee approved a temporary change in the mix of Mr. Daly's regular annual long-term incentive award, in order to balance his stock options and RSU grants during the period he is receiving the special stock option grants. For fiscal year 2009, the annualized expected value of Mr. Daly's regular stock option grant will be reduced from \$950,000 to \$0, and the expected value of his RSU target award will be increased from \$600,000 to \$1,775,000.

Other Named Executive Officers Long-Term Incentive Award

In order to balance the mix of stock options and RSUs during the period the other Named Executive Officers receive special stock option grants, the Compensation Committee eliminated the regular annual stock option award for fiscal year 2009, and increased the value of the fiscal year 2009 RSU target award by a corresponding dollar value, so that the total annualized value of all regular annual long-term incentive

awards in fiscal year 2009 are unchanged from fiscal year 2008. The grant target values for long-term incentive awards for fiscal years 2008 and 2009 are as follows:

Name	Annual Target Value of Long-Term Incentive Awards		
	Fiscal Year 2008		Fiscal Year 2009 – RSU grants only
	Stock Options	RSUs	
Dan Sheldon	\$300,000	\$200,000	\$ 500,000
John Hogan	\$600,000	\$500,000	\$1,100,000
Joseph Barra	\$148,500	\$180,000	\$ 328,500
Charles J. Marchesani	\$ 75,000	\$125,000	\$ 200,000

Stock Ownership Guidelines

In April 2008, the Board of Directors adopted stock ownership guidelines for corporate officers to reinforce the goal of increasing Broadridge equity ownership among key executives and more closely align their interests with those of our stockholders. Under the guidelines, each corporate officer is required to hold Broadridge equity with a total value at least equal to a specified multiple of his annual base salary.

The required multiples of base salary by corporate officer position are:

- Executive Chairman and Chief Executive Officer: 5x base salary
- Chief Financial Officer: 3x base salary
- President and Chief Operating Officer: 4x base salary
- All other corporate officers: 2x base salary

Equity ownership that counts toward this ownership goal includes shares owned outright, shares beneficially owned by direct family members (spouse, dependent children), shares held by a 401(k) plan or other savings plan, unvested time-based restricted shares, and vested in-the-money stock options. Unvested stock options and unvested RSUs do not count towards satisfying the guideline goals.

Participants have five years from their appointment as a Broadridge corporate officer to meet the stock ownership guidelines. All of our corporate officers have met or are on track to meet their objectives within the five-year time period.

Each non-management director is also encouraged to own an amount of the Company’s Common Stock at least equal to twice the value of the annual retainer paid by the Company to each such director.

Trading Policy

The Broadridge Board of Directors has approved a Pre-Clearance Trading Policy for the Company’s officers and directors. Under this policy, the Company’s officers and directors or their immediate family members, family trusts or other controlled entities cannot engage in any transaction in Broadridge securities (including purchases, sales, cashless exercises of stock options and the sale of Broadridge Common Stock acquired pursuant to exercise of stock options) without first obtaining the approval of the Company’s General Counsel. Approval of transactions can be sought only during a defined window period when the officers and directors are not in possession of material non-public information about the Company. The trading policy prohibits the purchase or sale of collars, puts, calls, warrants, exchange-traded options or similar securities and prohibits short sales on Broadridge Common Stock.

Change in Control Severance Plan and Enhancement Agreements

The Change in Control Severance Plan for Broadridge corporate officers (the “*CIC Plan*”) approved by the Broadridge Board of Directors prior to the spin-off from ADP remains in effect. The purpose of the *CIC Plan* is to promote uniform treatment of senior executives who, following a change in control of Broadridge, are involuntarily terminated other than for “cause” or resign for “good reason,” and to afford such executives an opportunity to protect the share value they have helped create in the event of any change in control. All Named Executive Officers participate in the *CIC Plan*. Under the *CIC Plan*, if a participant’s employment is terminated by the Company without “cause” or by the participant for “good reason” within a three-year period following a change in control, the participant will generally receive a severance payment and certain equity awards will be accelerated.

In addition, Messrs. Daly and Hogan entered into Change in Control Enhancement Agreements (the “*Enhancement Agreements*”) with the Company pursuant to which they are entitled to receive on an item-by-item basis, the greater of the benefits and payments under the Enhancement Agreements and the *CIC Plan*.

Please see the “Executive Compensation—Potential Payments Upon a Termination or Change in Control” section of this Proxy Statement for further information regarding Broadridge’s *CIC Plan* and the Enhancement Agreements.

Retirement Plans

Broadridge provides its Named Executive Officers retirement benefits on the same terms as those offered to other employees generally through the Broadridge Financial Solutions, Inc. Retirement Savings Plan (the “*401(k) Plan*”), a tax-qualified defined contribution plan. The *401(k) Plan* allows our U.S. employees to save for retirement on a tax-deferred basis, and Broadridge makes matching contributions to the *401(k) Plan* to encourage participation in this plan. In addition, the Named Executive Officers participate in the Company’s Supplemental Officers Retirement Plan (the “*Broadridge SORP*”), a non-qualified supplemental retirement plan. The *Broadridge SORP* provides supplemental benefits to key executives in order to improve the market competitiveness of our overall rewards package for such executives. Please see the “Pension Benefits Table” in the “Executive Compensation” section of this Proxy Statement for further information regarding Broadridge’s retirement plans.

Non-Qualified Deferred Compensation Plan

Broadridge sponsors the 2007 Deferred Compensation Plan (the “*DC Plan*”), an unfunded, non-qualified deferred compensation plan for the benefit of its Named Executive Officers and other key executives each year. The *DC Plan* allows Broadridge participants to defer the obligation to pay certain income taxes until the time the funds are distributed, thus, providing an alternative investment vehicle for financial planning. None of the Named Executive Officers deferred any compensation earned in fiscal year 2008 into the *DC Plan*. Mr. Marchesani has a plan balance as of June 30, 2008 of \$16,363 from deferrals made in previous fiscal years. Please see the “Non-Qualified Deferred Compensation” section of this Proxy Statement for more information regarding the *DC Plan*, and “Payments Upon A Termination” section of this Proxy Statement for more information about how Mr. Marchesani’s balance is payable upon various termination situations.

Benefit Plans

Broadridge provides its Named Executive Officers with health and welfare benefits, on the same terms as those offered to other employees.

Perquisites

Broadridge provides its Named Executive Officers with a limited number of perquisites, and for fiscal year 2008, these included a Company-paid car. These perquisites are consistent with both market practice and Broadridge's overall executive rewards strategy. Please see the "All Other Compensation" column of the "Summary Compensation Table" and the "All Other Compensation Table" of this Proxy Statement for more information regarding the perquisites provided to the Named Executive Officers.

Employment Agreements

None of the Named Executive Officers have an employment agreement with Broadridge.

Impact of Accounting and Tax Considerations

As a general matter, the Broadridge Compensation Committee reviews and considers the various tax and accounting implications of compensation vehicles utilized by the Company.

With respect to accounting considerations, the Compensation Committee examines the accounting cost associated with equity compensation in light of requirements under SFAS No.123R.

With respect to taxes, the Compensation Committee considers the impact of Section 162(m) of the Code, which generally prohibits any publicly-held corporation from taking a federal income tax deduction for compensation paid in excess of \$1 million in any taxable year to the Named Executive Officers, subject to certain exceptions.

In general, the Company believes that compensation paid to executive officers should be performance-based and deductible for U.S. tax purposes. In certain instances, however, we may determine that it is in our best interest and that of our stockholders to have the flexibility to pay compensation that is not deductible under the limitations of Section 162(m) of the Code in order to provide a compensation package consistent with our program and objectives. As noted above, we have been relying on a transition rule applicable to newly spun-off companies and believe that compensation paid to our Named Executive Officers is deductible. However, we cannot rely on the transition rule following our 2008 Annual Stockholders Meeting and accordingly, we are requesting stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan so that awards under the 2007 Omnibus Award Plan may qualify as performance-based compensation under Section 162(m).

Compensation Committee Report

The Compensation Committee has reviewed and discussed with management the Compensation Discussion and Analysis. Based on such reviews and discussions, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in the Company's 2008 Proxy Statement and be incorporated by reference in the Company's 2008 Annual Report on Form 10-K.

Compensation Committee of the Board of Directors

Thomas E. McInerney, *Chairman*

Leslie A. Brun

Alexandra Lebenthal

Stuart R. Levine

Notwithstanding any SEC filing by the Company that includes or incorporates by reference other SEC filings in their entirety, this Compensation Committee Report shall not be deemed to be "filed" with the SEC except as specifically provided otherwise therein.

EXECUTIVE COMPENSATION

The following tables contain information regarding the components of total compensation of the Named Executive Officers for the Company's fiscal years ended June 30, 2008 and June 30, 2007. The information for fiscal year 2007 included in this table reflects compensation earned by the Named Executive Officers for services rendered to ADP and its subsidiaries from July 1, 2006 to March 30, 2007, and for services rendered to Broadridge and its subsidiaries from March 31, 2007 to June 30, 2007.

SUMMARY COMPENSATION TABLE

<u>Name & Principal Position</u>	<u>Year</u>	<u>Salary</u>	<u>Bonus (1)</u>	<u>Stock Awards (2)</u>	<u>Option Awards (3)</u>	<u>Non-Equity Incentive Plan Compensation (4)</u>	<u>Change in Pension Value and Non-qualified Deferred Earnings (5)</u>	<u>All Other Compensation (6)</u>	<u>Total</u>
Richard J. Daly Chief Executive Officer	2008	\$600,000	\$ 0	\$808,152	\$ 937,023	\$1,489,980	\$217,346	\$42,975	\$4,095,476
	2007	\$491,552(7)	\$ 0	\$700,617(8)	\$ 359,105(9)	\$ 566,705	\$382,698(10)	\$21,236	\$2,521,913
Dan Sheldon Vice President, Chief Financial Officer	2008	\$430,313	\$ 0	\$282,024	\$1,113,538	\$ 505,379	\$ 62,729	\$35,172	\$2,429,155
	2007	\$353,766(7)	\$100,000	\$215,913(8)	\$ 148,469(9)	\$ 317,900	\$144,364(10)(11)	\$20,915	\$1,301,327
John Hogan President and Chief Operating Officer	2008	\$510,000	\$ 2,500	\$761,556	\$1,089,836	\$ 794,150	\$300,907	\$42,511	\$3,501,460
	2007	\$466,552(7)	\$ 0	\$700,617(8)	\$ 333,803(9)	\$ 529,705	\$496,631(10)	\$24,650	\$2,551,958
Joseph Barra Vice President, Clearing and Outsourcing Solutions	2008	\$380,165	\$ 0	\$238,257	\$ 920,567	\$ 363,277	\$ 38,193	\$19,059	\$1,959,518
	2007	\$365,555(7)	\$ 0	\$217,278(8)	\$ 184,940(9)	\$ 430,014	\$ 18,268(10)	\$ 5,112	\$1,221,167
Charles J. Marchesani Vice President, Securities Processing Solutions	2008	\$337,499	\$ 2,500	\$215,122	\$ 785,027	\$ 525,000	\$ 34,546	\$25,556	\$1,925,250
	2007	\$287,951(7)	\$ 0	\$103,335(8)	\$ 80,602(9)	\$ 198,362	\$ 23,247(10)	\$15,036	\$ 708,533

- (1) Fiscal year 2008 bonus data represents one-time discretionary bonuses paid to Mr. Hogan and Mr. Marchesani. Fiscal year 2007 bonus data represents a one-time discretionary bonus paid by ADP to Mr. Sheldon related to the successful completion of the spin-off.
- (2) Reflects restricted stock granted by Broadridge in fiscal years 2008 and 2007, and by ADP in fiscal year 2007 and prior fiscal years, including RSUs with performance-based vesting granted by ADP and time-based and performance-based restricted stock granted by Broadridge. The amounts represent the expense recognized for financial statement reporting purposes during fiscal years 2008 and 2007 by Broadridge pursuant to SFAS 123R, except that, in accordance with rules of the SEC, any estimate for forfeitures is excluded from, and does not reduce, such amounts. See Note 13, "Stock-Based Compensation," to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended June 30, 2008, for a discussion of the relevant assumptions used in calculating these amounts pursuant to SFAS 123R. The amounts shown in this column reflect both converted ADP equity awards and Broadridge equity awards granted in connection with the spin-off. See the "Outstanding Equity Awards at Fiscal Year-End Table" for a list of equity grants made by ADP and converted to Broadridge equity grants on the date of the spin-off.
- (3) Reflects stock options granted by Broadridge in fiscal years 2008 and 2007, and by ADP in fiscal year 2007 and prior fiscal years. The amounts represent the expense recognized for financial statement reporting purposes during fiscal years 2008 and 2007 by Broadridge pursuant to SFAS 123R, except that, in accordance with rules of the SEC, any estimate for forfeitures is excluded from, and does not reduce, such amounts. See Note 13, "Stock-Based Compensation," to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended June 30, 2008 for a discussion of the relevant assumptions used in calculating these amounts.

The fiscal year 2008 expense amounts do not include any expense recognized for the stock options granted under the 2007 Omnibus Award Plan on April 29, 2008. Since this stock option grant is contingent upon stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan, the fair value of these option grants was not determinable as of the fiscal year ended June 30, 2008, and therefore, no related expense was recognized under SFAS 123R. The conversion of ADP stock options to Broadridge stock options constituted a modification of these awards under the provisions of SFAS 123R, and as a result, an aggregate modification charge of \$43,952 and \$81,838 for all of the Named Executive Officers during fiscal years 2008 and 2007, respectively, is included in these amounts. See the “Outstanding Equity Awards at Fiscal Year-End Table” for a list of equity grants made by ADP and converted to Broadridge equity grants on the date of the spin-off.

- (4) Represents annual incentive compensation paid under our 2007 Omnibus Award Plan based on performance of the Named Executive Officers during the corresponding fiscal year which was paid to the Named Executive Officers in 2008. With respect to Mr. Daly, the amount also includes a mid-year cash incentive award equal to \$600,000. For 2007 amounts listed, three-fourths of the target incentive amount was based on performance goals established by ADP’s Compensation Committee under ADP’s Incentive Plan and one-fourth of the target incentive amount was based on performance goals established by the Broadridge Compensation Committee under the 2007 Omnibus Award Plan.
- (5) Represents changes in the value of the Broadridge SORP. The Company did not make a contribution to the DC Plan for the Named Executive Officers for fiscal years 2008 or 2007. See the “Pension Benefits Table” for a discussion of the Broadridge SORP and the “Non-Qualified Deferred Compensation Table” for a discussion of the DC Plan.
- (6) The amounts shown in this column represent the cost of a Company-paid car, car allowance, amounts paid by the Company on behalf of spouses who accompanied the Named Executive Officers on business travel, tax gross-up payments on one-time bonuses, contributions to the ADP and Broadridge 401(k) plans, Company-paid insurance premiums, Company-paid matching charitable contributions, and cash dividends on unvested restricted stock. Please see the section below entitled “All Other Compensation” for more information.
- (7) Fiscal year 2007 salary data represent nine months’ salary paid by ADP for July 1, 2006 through March 30, 2007 and three months’ salary paid by Broadridge for March 31, 2007 through June 30, 2007.
- (8) Represents fiscal year 2007 costs related to restricted stock grants made by Broadridge and to unvested restricted stock awards granted by ADP prior to the spin-off that were converted to Broadridge restricted stock awards on the date of the spin-off.
- (9) Represents the fiscal year 2007 accounting cost associated with stock option grants made by Broadridge and by ADP before the spin-off and converted to Broadridge stock option grants on the spin-off date.
- (10) Represents a combination of fiscal year 2007 changes in pension value for the ADP SORP, ADP Cash Balance Pension Plan, and Broadridge SORP.
- (11) The amount shown for Mr. Sheldon excludes a \$94,847 credit in fiscal year 2007 due to ADP’s accounting savings resulting from his non-vested withdrawal from the ADP SORP when he joined Broadridge.

ALL OTHER COMPENSATION

Name & Principal Position	Year	Perquisites and other Personal Benefits (1)	Tax Reimbursements (2)	Company Contributions to Defined Contribution Plans (3)	Insurance Premiums (4)	Matching Charitable Contributions (5)	Restricted Stock Dividends (6)	Total
Richard J. Daly	2008	\$15,000	\$1,000	\$13,584	\$988	\$ 6,000	\$6,403	\$42,975
	2007	\$ 8,794	\$ 0	\$11,618	\$824	\$ 0	\$ 0	\$21,236
Dan Sheldon	2008	\$ 9,067	\$ 0	\$14,850	\$709	\$ 8,000	\$2,546	\$35,172
	2007	\$ 9,750	\$ 0	\$10,527	\$638	\$ 0	\$ 0	\$20,915
John Hogan	2008	\$11,001	\$1,948	\$12,319	\$840	\$10,000	\$6,403	\$42,511
	2007	\$12,250	\$ 0	\$11,618	\$782	\$ 0	\$ 0	\$24,650
Joseph Barra	2008	\$10,051	\$ 0	\$ 1,688	\$627	\$ 0	\$6,693	\$19,055
	2007	\$ 4,500	\$ 0	\$ 0	\$612	\$ 0	\$ 0	\$ 5,112
Charles J. Marchesani . .	2008	\$ 7,706	\$1,257	\$13,584	\$556	\$ 0	\$2,452	\$25,556
	2007	\$ 4,500	\$ 0	\$10,054	\$482	\$ 0	\$ 0	\$15,036

- (1) For Mr. Daly, this represents the annual value of a Company-paid car and an amount paid by the Company on behalf of his spouse who accompanied him on business travel. For fiscal year 2008, the amounts shown for Messrs. Sheldon, Hogan, Barra, and Marchesani represent the annual value of a Company-paid car. For fiscal year 2007, the amounts shown for Messrs. Sheldon and Hogan represent the annual value of a Company-paid car, while the amounts shown for Messrs. Barra and Marchesani represent an annual car allowance.
- (2) For Mr. Daly, this represents the gross-up on an amount paid by the Company on behalf of his spouse who accompanied him on business travel. For Mr. Hogan and Mr. Marchesani, this represents the gross-up for the \$2,500 bonus paid in fiscal year 2008.
- (3) The 2008 amounts listed represent contributions made by the Company to its 401(k) Plan on behalf of the executives. The 2007 amounts listed represent contributions made by ADP to its 401(k) plan on behalf of the executives prior to the spin-off.
- (4) Represents life insurance and accidental death and dismemberment premiums paid by the Company on behalf of the executives.
- (5) Represents Company-paid contributions made to qualified tax-exempt organizations on behalf of the Named Executive Officers under the Broadridge Director & Officer Matching Gift Program. The Company matches 100% of all contributions made by its corporate officers to qualified tax-exempt organizations, up to a maximum Company contribution of \$10,000 per calendar year.
- (6) Represents cash dividends paid to the executives on unvested restricted stock.

GRANTS OF PLAN-BASED AWARDS TABLE

The following table summarizes awards made to our Named Executive Officers in fiscal year 2008. Please see the “Outstanding Equity Awards at Fiscal Year-End Table” for the outstanding stock option awards and unvested stock awards held by each of the Named Executive Officers as of June 30, 2008.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (1)			Estimated Future Payouts Under Equity Incentive Plan Awards (2)			All Other Option Awards: Number of Securities Underlying Options(#)	Exercise or Base Price of Option Awards (\$/Sh)	Grant Date Fair Value of Stock and Option Awards\$(3)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)			
Richard J. Daly		\$0	\$500,000	\$ 600,000(4)						
		\$0	\$600,000	\$1,200,000(5)						
	8/2/2007(6)				0	29,482	36,852			512,987
	10/1/2007(7)				0	34,050	51,075			624,477
	2/4/2008(8)							114,600	\$21.87	920,238
	2/25/2008(9)							28,466	\$18.97	179,620
	2/25/2008(9)							28,467	\$20.87	163,685
	2/25/2008(9)							28,467	\$22.76	149,736
	4/29/2008(10)							171,533	\$18.97	(11)
	4/29/2008(10)							171,533	\$20.87	(11)
4/29/2008(10)							171,534	\$22.76	(11)	
Dan Sheldon		\$0	\$334,688	\$ 630,886(5)						
	8/2/2007(6)				0	6,756	8,445			117,554
	10/1/2007(7)				0	11,350	17,025			208,159
	2/4/2008(8)							36,200	\$21.87	290,686
	2/25/2008(9)							54,600	\$18.97	344,526
	2/25/2008(9)							54,600	\$20.87	313,950
	2/25/2008(9)							54,600	\$22.76	287,196
	4/29/2008(10)							2,066	\$18.97	(11)
	4/29/2008(10)							2,067	\$20.87	(11)
	4/29/2008(10)							2,067	\$22.76	(11)
John Hogan		\$0	\$500,000	\$1,000,000(5)						
	8/2/2007(6)				0	29,482	36,852			512,987
	10/1/2007(7)				0	28,400	42,600			520,856
	2/4/2008(8)							72,400	\$21.87	581,372
	2/25/2008(9)							42,533	\$18.97	268,383
	2/25/2008(9)							42,533	\$20.87	244,565
	2/25/2008(9)							42,534	\$22.76	223,729
	4/29/2008(10)							77,467	\$18.97	(11)
	4/29/2008(10)							77,467	\$20.87	(11)
	4/29/2008(10)							77,466	\$22.76	(11)
Joseph Barra		\$0	\$452,400	\$ 886,600(5)						
	8/2/2007(6)				0	3,071	3,838			53,435
	10/1/2007(7)				0	10,200	15,300			187,068
	2/4/2008(8)							17,900	\$21.87	143,737
	2/25/2008(9)							41,666	\$18.97	262,912
	2/25/2008(9)							41,667	\$20.87	239,585
	2/25/2008(9)							41,667	\$22.76	219,168
Charles J. Marchesani		\$0	\$350,000	\$ 668,500(5)						
	8/2/2007(6)				0	4,422	5,527			76,943
	10/1/2007(7)				0	7,100	10,650			130,214
	2/4/2008(8)							9,000	\$21.87	72,270
	2/25/2008(9)							41,666	\$18.97	262,912
	2/25/2008(9)							41,667	\$20.87	239,585
	2/25/2008(9)							41,667	\$22.76	219,168

(1) Amounts consist of the target and maximum cash bonus levels set in fiscal year 2008 under the Company’s 2007 Omnibus Award Plan. See the “Non-Equity Incentive Plan Compensation” column of the “Summary Compensation Table” for actual amounts paid to the Named Executive Officers with respect to fiscal year 2008.

- (2) Amounts consist of the target and maximum RSU grants set in fiscal year 2008 under the Company's 2007 Omnibus Award Plan.
- (3) These amounts are valued based on the aggregate grant date fair value of the award determined pursuant to SFAS 123R. See Note 13, "Stock-Based Compensation," to the Consolidated Financial Statements included on our Annual Report on Form 10-K for the year ended June 30, 2008, for a discussion of the relevant assumptions used in calculating these amounts.
- (4) Represents target and maximum cash bonus levels related to Mr. Daly's fiscal year 2008 mid-year cash incentive award.
- (5) Represents target and maximum cash bonus levels related to the fiscal year 2008 full-year cash incentive award.
- (6) Represents performance-based RSUs granted under the 2007 Omnibus Award Plan as the completion of a transitional performance-based restricted stock cycle that was initiated by ADP in September 2006. These RSUs will vest and convert to Broadridge shares on March 22, 2009. Please see the section entitled "Long-Term Incentive Compensation—Completion of Transitional Performance-based Restricted Stock Cycle" for more information on these grants.
- (7) Represents performance-based RSUs granted under the 2007 Omnibus Award Plan. RSU awards granted by Broadridge on October 1, 2007 will vest and convert to Broadridge shares on April 1, 2010, provided that pre-set financial performance goals are met over the fiscal year 2008 and fiscal year 2009 performance cycle. Named Executive Officers can earn from 0% to 150% of their stated RSU grant amount in shares.
- (8) Represents stock options granted under the 2007 Omnibus Award Plan on February 4, 2008 which vest 20% per year over five years on the anniversary date of grant.
- (9) Represents the special stock option awards granted under the 2007 Omnibus Award Plan on February 25, 2008 that vested 100% on June 25, 2008. The exercise prices for these grants were set at the fair market value, 10% premium on fair market value, and 20% premium on fair market value of Broadridge's Common Stock price on the date of the grant. Please see the section entitled "Long-Term Incentive Compensation—Special Stock Option Grants" for more information on these grants.
- (10) Represents the special stock option awards granted under the 2007 Omnibus Award Plan on April 29, 2008 that are contingent upon stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan. If approved, these grants will fully vest upon approval. Please see the section entitled "Long-Term Incentive Compensation—Special Stock Option Grants" for more information on these grants.
- (11) The aggregate grant date fair value of the award determined pursuant to SFAS 123R will be determined on the date of stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan, should it occur.

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END TABLE

The following table provides information regarding outstanding stock option awards and unvested stock awards held by each of the Named Executive Officers as of June 30, 2008.

Name	Option Awards				Stock Awards(1)			
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares of Stock that Have Not Vested (#)	Market Value of Shares of Stock that Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights that Have Not Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights that Have Not Vested
Richard J. Daly	76,163	0	\$17.90	10/17/2009(2)				
	61,422	0	\$24.39	10/17/2010(2)				
	10,134	0	\$17.71	9/20/2011(2)				
	61,422	0	\$20.09	10/21/2011(2)				
	12,284	0	\$13.13	7/21/2012(2)				
	49,138	12,284	\$17.27	11/11/2012(2)				
	9,827	9,828	\$15.39	8/10/2013(2)				
	14,741	29,483	\$15.97	11/10/2013(2)				
	19,655	29,483	\$17.60	1/26/2015(2)				
	9,827	39,311	\$18.18	1/26/2016(2)				
	0	49,138	\$19.19	1/25/2017(2)				
	15,260	61,040	\$19.93	6/1/2017(3)				
	0	114,600	\$21.87	2/3/2018(4)				
	28,466	0	\$18.97	2/24/2018(5)				
	28,467	0	\$20.87	2/24/2018(5)				
	28,467	0	\$22.76	2/24/2018(5)				
	0	171,534	\$18.97	2/24/2018(6)				
	0	171,533	\$20.87	2/24/2018(6)				
	0	171,533	\$22.76	2/24/2018(6)				
					1,867	\$39,300(7)		
				3,732	\$78,559(8)			
						29,482	\$620,596(9)	
						34,050	\$716,753(10)	
Dan Sheldon	24,569	0	\$15.52	10/28/2008(2)				
	19,655	0	\$17.90	10/17/2009(2)				
	22,112	0	\$24.39	10/17/2010(2)				
	5,567	0	\$17.71	9/20/2011(2)				
	29,482	0	\$20.09	10/21/2011(2)				
	16,805	0	\$13.13	7/21/2012(2)				
	6,680	0	\$13.13	7/21/2012(2)				
	23,831	0	\$17.27	11/11/2012(2)				
	19,655	4,914	\$15.39	8/10/2013(2)				
	22,112	14,741	\$15.97	11/10/2013(2)				
	9,827	14,742	\$17.60	1/26/2015(2)				
	5,896	23,586	\$18.18	1/26/2016(2)				
	0	29,482	\$19.19	1/25/2017(2)				
	2,020	8,080	\$19.93	6/1/2017(3)				
	0	36,200	\$21.87	2/3/2018(4)				
	54,600	0	\$18.97	2/24/2018(5)				
	54,600	0	\$20.87	2/24/2018(5)				
	54,600	0	\$22.76	2/24/2018(5)				
	0	2,066	\$18.97	2/24/2018(6)				
	0	2,067	\$20.87	2/24/2018(6)				
0	2,067	\$22.76	2/24/2018(6)					
				1,119	\$23,555(7)			
				2,240	\$47,152(8)			
						6,756	\$142,214(9)	
						11,350	\$238,918(10)	

Name	Option Awards				Stock Awards(1)			Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights that Have Not Vested
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares of Stock that Have Not Vested (#)	Market Value of Shares of Stock that Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights that Have Not Vested	
John Hogan	61,422	0	\$24.39	10/17/2010(2)				
	10,134	0	\$17.71	9/20/2011(2)				
	61,422	0	\$20.09	10/21/2011(2)				
	12,284	0	\$13.13	7/21/2012(2)				
	12,284	12,285	\$17.27	11/11/2012(2)				
	9,827	9,828	\$15.39	8/10/2013(2)				
	14,741	29,483	\$15.97	11/10/2013(2)				
	19,655	29,483	\$17.60	1/26/2015(2)				
	9,827	39,311	\$18.18	1/26/2016(2)				
	0	49,138	\$19.19	1/25/2017(2)				
	6,020	24,080	\$19.93	6/1/2017(3)				
	0	72,400	\$21.87	2/3/2018(4)				
	42,533	0	\$18.97	2/24/2018(5)				
	42,533	0	\$20.87	2/24/2018(5)				
	42,534	0	\$22.76	2/24/2018(5)				
	0	77,467	\$18.97	2/24/2018(6)				
	0	77,467	\$20.87	2/24/2018(6)				
	0	77,466	\$22.76	2/24/2018(6)				
					1,867	\$ 39,300(7)		
				3,732	\$ 78,559(8)			
						29,482	\$620,596(9)	
						28,400	\$597,820(10)	
Joseph Barra	36,853	73,707	\$17.60	1/26/2015(2)				
	4,913	19,656	\$18.18	1/26/2016(2)				
	0	24,569	\$19.19	1/25/2017(2)				
	0	17,900	\$21.87	2/3/2018(4)				
	41,666	0	\$18.97	2/24/2018(5)				
	41,667	0	\$20.87	2/24/2018(5)				
	41,667	0	\$22.76	2/24/2018(5)				
					17,909	\$376,984(7)		
					933	\$ 19,640(8)		
					1,867	\$ 39,300(11)		
						3,071	\$ 64,645(9)	
						10,200	\$214,710(10)	
Charles J. Marchesani	18,672	0	\$24.39	10/17/2010(2)				
	1,098	0	\$17.71	9/20/2011(2)				
	23,831	0	\$20.09	10/21/2011(2)				
	3,361	0	\$13.13	7/21/2012(2)				
	4,176	0	\$17.27	11/11/2012(2)				
	4,176	4,177	\$15.97	11/10/2013(2)				
	1,867	1,867	\$15.97	11/10/2013(2)				
	3,193	6,388	\$17.60	1/26/2015(2)				
	5,896	8,845	\$18.18	1/26/2016(2)				
	1,719	6,880	\$19.19	1/25/2017(2)				
	260	1,040	\$19.93	6/1/2017(2)				
	0	9,000	\$21.87	2/3/2018(4)				
	41,666	0	\$18.97	2/24/2018(5)				
	41,667	0	\$20.87	2/24/2018(5)				
	41,667	0	\$22.76	2/24/2018(5)				
					524	\$ 11,030(7)		
					1,345	\$ 28,312(8)		
					3,358	\$ 70,686(11)		
							4,422	\$ 93,083(9)
						7,100	\$149,455(10)	

(1) All equity awards were valued on June 30, 2008 based on a June 30, 2008 Common Stock closing price of \$21.05 per share.

- (2) Represents stock option grants that were made by ADP and were converted to Broadridge stock option grants on the date of the spin-off. For Messrs. Daly, Sheldon and Hogan, these grants terminate 10 years from the date of grant, vest 20% per year over five years, and have their first vesting on the second anniversary of the date of grant. For Messrs. Barra and Marchesani, these grants terminate 10 years from the date of grant, vest 20% per year over five years, and have their first vesting on the first anniversary of the date of grant.
- (3) Represents stock option grants that were made by Broadridge on June 1, 2007. These grants terminate 10 years from the date of grant, vest 20% per year over five years, and have their first vesting on the first anniversary of the date of grant.
- (4) Represents stock option grants that were made by Broadridge on February 4, 2008. These grants terminate 10 years from the date of grant, vest 20% per year over five years, and have their first vesting on the first anniversary of the date of grant.
- (5) Represents special stock option grants that were made by Broadridge on February 25, 2008. These grants terminate 10 years from the date of grant, and vested 100% four months after the grant date.
- (6) Represents special stock option grants that were made by Broadridge on April 29, 2008. These grants were made, subject to stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan, in November 2008, and will vest 100% upon approval by the stockholders. These grants terminate on February 24, 2018.
- (7) Represents unvested restricted stock grants that were made by ADP and were converted to Broadridge restricted stock grants on the date of the spin-off. These grants vested 100% on July 1, 2008.
- (8) Represents unvested restricted stock grants that were made by ADP and were converted to Broadridge restricted stock grants on the date of the spin-off. These grants vested 50% on July 1, 2008, and will vest 50% on July 1, 2009.
- (9) Represents performance-based RSUs granted under the 2007 Omnibus Award Plan as the completion of a transitional performance-based restricted stock cycle that was initiated by ADP in September 2006. These RSU awards converted to Broadridge shares on September 22, 2008, and vest on March 22, 2009, provided that pre-set financial performance goals were met over the fiscal year 2008 performance cycle. Named Executive Officers can earn from 0% to 125% of their stated RSU grant amount in shares.
- (10) Represents performance-based RSUs granted by Broadridge on October 1, 2007 under the 2007 Omnibus Award Plan. These RSU awards will vest and convert to Broadridge shares on April 1, 2010, provided that pre-set financial performance goals are met over the fiscal year 2008 and fiscal year 2009 performance cycles. Named Executive Officers can earn from 0% to 150% of their stated RSU grant amount in shares.
- (11) Represents an unvested restricted stock grant that was made by ADP and converted to a Broadridge restricted stock grant on the date of the spin-off. This grant vests 50% on January 1, 2009, and 50% on January 1, 2010.

OPTION EXERCISES AND STOCK VESTED TABLE

The following table provides information regarding the number of Broadridge stock options that were exercised by Named Executive Officers and the number of restricted stock awards that vested during fiscal year 2008, and the subsequent value realized from the exercise or vesting of such awards. Named Executive Officer exercised stock options and became vested in their restricted stock awards as follows:

<u>Name</u>	<u>Stock Options (1)</u>		<u>Restricted Stock (1)</u>	
	<u>Number of Shares Acquired on Exercise (#)</u>	<u>Value Realized on Exercise (\$)</u>	<u>Number of Shares Acquired on Vesting (#)</u>	<u>Value Realized on Vesting (\$)</u>
Richard J. Daly	0	\$ 0	30,591	\$674,581
Dan Sheldon	17,198	\$126,233	11,531	\$248,567
John Hogan	0	\$ 0	30,591	\$674,581
Joseph Barra	0	\$ 0	10,818	\$236,860
Charles J. Marchesani	0	\$ 0	7,448	\$163,367

- (1) The shares shown acquired on exercise or on vesting represent shares of the Common Stock. The value realized upon the exercise of stock options equals the difference between the market price of the Common Stock on the date of exercise and the exercise price of the stock options. The value realized upon vesting of restricted stock equals the number of shares of restricted stock multiplied by the market value of the Common Stock on the date of vesting, minus any par value paid at the time of grant.

PENSION BENEFITS TABLE

The following table sets forth for each Named Executive Officer certain information with respect to each plan that provides for payments or other benefits at, following or in connection with retirement, other than our stock option and restricted stock plans.

<u>Name</u>	<u>Plan Name</u>	<u>Number of Years of Credited Service (1) (#)</u>	<u>Present Value of Accumulated Benefit (2) (\$)</u>	<u>Payments During Last Fiscal Year (\$)</u>
Richard J. Daly	Broadridge SORP	14.0	439,815	—
Dan Sheldon	Broadridge SORP	4.0	207,652	—
John Hogan	Broadridge SORP	13.0	590,448	—
Joseph Barra	Broadridge SORP	1.0	52,009	—
Charles J. Marchesani	Broadridge SORP	1.0	46,594	—

- (1) Broadridge SORP credited service is defined as complete calendar years. Years of service recognized under the Broadridge SORP for Messrs. Daly, Sheldon and Hogan differs from their actual service with the Company, because they were credited with their service under ADP's SORP (as described below). For actuarial valuation purposes, credited service is attributed through the Statement of Financial Accounting Standards measurement date.
- (2) Service credit and actuarial values are calculated as of June 30, 2008, the pension plans' measurement date for the last fiscal year. Actuarial values are based on the RP-2000 white collar mortality table (projected to 2008), a 6.94% discount rate and a normal retirement age of 65. The method of valuation to determine the liabilities presented includes discounting the value of the respective benefits, based on service accrued through the measurement date and payable at age 65, for interest and mortality with mortality not applicable prior to the commencement of benefits.

Overview of the Pension Plans

Broadridge Supplemental Officers Retirement Plan

The Company sponsors the Broadridge SORP, a traditional final average earnings plan. The SORP is available to certain key officers of the Company, as designated by the Company. Benefits are payable out of the general assets of the Company and are not subject to any maximum benefit limitations under the Code.

The Broadridge SORP provides for a straight lifetime annuity retirement benefit payable annually equal to the product of: (a) a participant's final five year average pay; (b) years of service to the Company while a participant in the SORP; (c) a multiplier which equals 2% for every year of credited service up to 20 years, plus an additional 1% for every year of service in excess of 20 years; and (d) the applicable vesting percentage. The vesting schedule for the Broadridge SORP is as follows:

<u>Credited Service</u>	<u>Vesting Percent</u>
0-4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Compensation covered under the Broadridge SORP includes base salary and bonus (paid or deferred) and is not subject to the limitations under the Code. Equity compensation and a portion of Mr. Barra's non-equity incentive compensation is not included in the calculation of the SORP benefit. Payments are also available in other forms of annuities.

Reduced benefits are available after age 60 using an early retirement reduction of 5% for each year the benefit commences earlier than age 65. If a participant with a vested percentage greater than 0% terminates employment with the Company prior to reaching age 60, payment of the benefit is delayed until the participant reaches age 60. In addition, the Broadridge SORP provides (i) a disability retirement benefit, generally calculated in the same manner as the retirement benefit, if a participant incurs a "disability" while employed by the Company; and (ii) if a participant dies, a spousal benefit equal to 50% of the benefit the participant would have been entitled to at death, provided the participant is at least 35 years old and the vested percentage is greater than 0%.

Messrs. Daly, Sheldon and Hogan are credited with the service they accrued under the ADP SORP as of the spin-off, but the benefits they receive under the Broadridge SORP are offset by the amount of their vested, accrued benefits payable under the ADP SORP. The amounts that are offset will continue to be the obligation of ADP.

The Broadridge SORP provides for a minimum annual age 65 benefit in any given year for Messrs. Daly and Hogan, subject to the offset for their vested accrued benefits under the ADP SORP, as follows:

Mr. Daly's minimum benefit, subject to offset:

<u>After Each Completed Calendar Year</u>	<u>The minimum age 65 benefit will be</u>
2007	\$264,699
2008	\$309,348
2009	\$353,674
2010	\$400,184
2011 and thereafter	\$435,526

Mr. Hogan's minimum benefit, subject to offset:

<u>After Each Completed Calendar Year</u>	<u>The minimum age 65 benefit will be</u>
2007	\$245,589
2008	\$288,578
2009	\$331,920
2010	\$384,897
2011 and thereafter	\$435,526

NON-QUALIFIED DEFERRED COMPENSATION

The following table provides information regarding non-qualified deferred compensation of the Named Executive Officers for fiscal year 2008.

<u>Name</u>	<u>Executive Contributions in Last Fiscal Year \$(1)</u>	<u>Company Contributions in Last Fiscal Year \$(2)</u>	<u>Aggregate Earnings (losses) in Last Fiscal Year (\$)</u>	<u>Aggregate Withdrawals/ Distributions (\$)</u>	<u>Aggregate Balance at Last Fiscal Year-End \$(3)</u>
Richard J. Daly	—	—	—	—	—
Dan Sheldon	—	—	—	—	—
John Hogan	—	—	—	—	—
Joseph Barra	—	—	—	—	—
Charles J. Marchesani	—	—	\$4	—	\$16,363

- (1) None of the Named Executive Officers made contributions to the Broadridge DC Plan in fiscal year 2008.
- (2) There were no Company contributions on behalf of any Named Executive Officer to the Broadridge DC Plan in fiscal year 2008.
- (3) Mr. Marchesani was not a Named Executive Officer in fiscal year 2007. Therefore, this amount has not been previously reported.

Non-Qualified Deferred Compensation Plan

The Company maintains the Broadridge DC Plan, an unfunded, non-qualified deferred compensation plan for Named Executive Officers and other key executives. Participants can defer up to 100% of their annual performance-based cash incentive payment into a notional account. Accounts can earn additional value over time based on either a fixed interest rate or the growth rate of the Standard & Poor's index of 500 leading U.S. companies. The fixed interest rate is equal to the five-year U.S. Treasury bond rate at the end of the previous fiscal year, rounded to the nearest quarter-percentage point. This interest rate was set at 5.00% for fiscal year 2008, and has been set at 3.25% for fiscal year 2009. Participants elect to receive distributions of their deferrals plus any subsequent interest or investment gains upon their retirement, or on a fixed future date. Broadridge does not make any matching contributions or other contributions into the DC Plan for any of the Named Executive Officers. Plan participants who terminate employment with Broadridge prior to their elected distribution date receive a lump-sum distribution of all deferred amounts, no earlier than six months after the termination date. Distributions are subject to federal, state and local income taxes on both the principal amount and investment earnings at the ordinary income rate in the year in which such payments are made.

POTENTIAL PAYMENTS UPON A TERMINATION OR CHANGE IN CONTROL

Change in Control Severance Plan

Effective as of the time of the spin-off, we established and adopted an executive severance plan for the payment of certain benefits to senior executives, including our Named Executive Officers, upon termination of employment from Broadridge due to a change in control.

The CIC Plan provides for the following severance benefits upon a “change in control” (as defined below) and subsequent termination without “cause” or for “good reason” (as defined below) if the termination occurs within two years after a change in control:

- **Compensation:** The Named Executive Officers will receive 150% of their “current total annual compensation” (generally defined as the higher of the two most recent complete calendar years’ base salary amounts, plus the average annual cash incentive earned in the last two completed calendar years).
- **Stock Option Vesting:** 100% vesting of all unvested stock options.
- **Restricted Stock Vesting:** 100% vesting of all unvested restricted stock where vesting restrictions would have lapsed within two years of termination. In addition, any restricted stock that a participant would have been entitled to receive had performance goals been achieved at target in the Company’s performance-based restricted stock programs will be granted to the participant.

The CIC Plan provides for the following severance benefits upon a change in control and subsequent termination without “cause” or for “good reason” if the termination occurs between the second and third anniversary of the change in control:

- **Compensation:** The Named Executive Officers will receive 100% of their “current total annual compensation” (as defined above).
- **Stock Option Vesting:** 100% vesting of all unvested stock options that would have vested within one year after termination.
- **Restricted Stock Vesting:** 100% vesting of all unvested restricted stock where vesting restrictions would have lapsed within one year of termination.

In addition, upon a participant’s request, the Company will reduce the severance payments to avoid the imposition of the excise tax in Section 4999 of the Code.

Messrs. Daly and Hogan entered into Enhancement Agreements with the Company pursuant to which they are entitled to receive on an item-by-item basis, the greater of the benefits and payments under the Enhancement Agreements and the CIC Plan. Under the Enhancement Agreements, if a change in control occurs and Mr. Daly’s or Mr. Hogan’s employment is terminated by the Company without “cause” or they resign for “good reason” within two years after a change in control, they will receive a termination payment equal to 200% of their current total annual compensation (as defined above), or 150% of their current total annual compensation if the termination occurs between the second and third anniversary of the change in control. In addition, Messrs. Daly and Hogan are entitled to a tax equalization payment which will place them in the same after-tax position as if the excise tax in Section 4999 of the Code did not apply.

For purposes of the CIC Plan, a “*change in control*” generally means: (A) the acquisition of 35% or more of the total combined voting power of the Company’s then outstanding securities; (B) the merger, consolidation or other business combination of the Company, subject to certain exceptions; or (C) the sale of all or substantially all of the Company’s assets, subject to certain exceptions.

For purposes of the CIC Plan, “*cause*” generally means: (A) gross negligence or willful misconduct which is materially injurious to the Company monetarily or otherwise; (B) misappropriation or fraud with regard to the Company or its assets; or (C) conviction of, or the pleading of guilty or *nolo contendere* to, a felony involving the assets or business of the Company.

For purposes of the CIC Plan, “*good reason*” generally means the occurrence of any of the following events after a change in control which is not cured within 15 days after a participant provides written notice thereof: (A) material diminution in the value and importance of a participant’s position, duties, responsibilities or authority; (B) a reduction in a participant’s aggregate compensation or benefits; or (C) a failure of any successor or assign of the Company to assume in writing the obligations under the CIC Plan.

Payments Upon A Termination or Change in Control Table

The following tables set forth the payments which each of our Named Executive Officers would have received under various termination scenarios on June 30, 2008. With regard to the payments on a change in control, the amounts detailed below assume that each Named Executive Officer’s employment was terminated by the Company without “*cause*” or by the executive for “*good reason*” within the specified time period of the change in control.

Richard J. Daly

Payment Elements	Change in Control		Death (\$)	Disability (\$)	Voluntary Termination, or Involuntary Termination With Cause (\$)	Involuntary Termination Without Cause (\$)	Retirement (\$)
	Within Two Years Following (\$)	Between Two and Three Years Following (\$)					
Base Salary							
Payment	1,127,702(3)	845,776(7)	0	0	0	0	0
Annual Cash Incentive							
Payment	833,605(3)	625,204(7)	0	0	0	0	0
Stock Options	1,549,834(4)	1,198,123(4)	1,549,834(4)	923,700(9)	923,700(9)	923,700(9)	923,700(9)
Restricted Shares	1,455,208(4)	699,155(4)	1,455,208(4)	0	0	0	0
Broadridge SORP (1)	511,670(5)(6)	511,670(5)(6)	264,516(8)	1,033,360(10)	511,670(6)	511,670(6)	511,670(6)
Excise Tax Gross-Up (2)	0	0	0	0	0	0	0
Health Coverage	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	5,478,018	3,879,928	3,269,558	1,957,060	1,435,370	1,435,370	1,435,370

- (1) The present value of the accumulated benefit as of June 30, 2008 is \$439,815. For this calculation, an active participant is assumed to continue active participation until age 65 and commence receiving benefits at age 65. Service credit and actuarial values are calculated as of June 30, 2008 (Broadridge SORP’s measurement date for the last fiscal year). Actuarial values are based on the RP-2000 white collar mortality table (projected to 2008) and a 6.94% discount rate.
- (2) Under his Enhancement Agreement, Mr. Daly is entitled to receive a tax equalization payment which would place him in the same after-tax position as if the excise tax in Section 4999 of the Code did not apply. However, based on these projected termination payments and Mr. Daly’s historical average total annual compensation, an excise tax would not be incurred.
- (3) Represents the payment of two times the sum of Mr. Daly’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.

- (4) Represents the sum value of all vested and unvested stock options and restricted shares, based on the June 30, 2008 Common Stock closing price of \$21.05 per share. All unvested stock options and restricted shares vest upon death. All stock options vest upon termination with “cause” or for “good reason” if the termination occurs within two years from the change in control. If the termination occurs in the third year following a change in control, options that would have vested one year from termination will vest. All restricted shares that would have vested within two years of a termination with “cause” or for “good reason” vest upon termination following a change in control if the termination occurs within two years following the change in control. All restricted shares that would have vested within one year of termination with “cause” or for “good reason” vest upon termination following a change in control if the termination occurs in the third year following the change in control. The special stock option grants made on April 29, 2008 are not included in this calculation because the grants were made subject to stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan in November 2008.
- (5) There are no special change in control provisions with regard to the Broadridge SORP.
- (6) A participant who terminates and is at least age 60 will commence benefits immediately. A participant who terminates but is not yet age 60 will commence receiving benefits at age 60.
- (7) Represents the payment of 1.5 times the sum of Mr. Daly’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (8) The spouse of a deceased participant is assumed to be the same age as the participant and is expected to commence receiving benefits at age 60.
- (9) Represents the sum value of all vested stock options as of June 30, 2008, based on the June 30, 2008 Common Stock closing price of \$21.05 per share.
- (10) A disabled participant is assumed to commence receiving unreduced benefits immediately.

Dan Sheldon

Payment Elements	Change in Control		Death (\$)	Disability (\$)	Voluntary Termination, or Involuntary Termination With Cause (\$)	Involuntary Termination Without Cause (\$)	Retirement (\$)
	Within Two Years Following (\$)	Between Two and Three Years Following (\$)					
Base Salary							
Payment	601,883(2)	401,255(6)	0	0	0	0	0
Annual Cash Incentive							
Payment	377,175(2)	251,450(6)	0	0	0	0	0
Stock Options	1,205,953(3)	1,033,178(3)	1,205,953(3)	920,818(8)	920,818(8)	920,818(8)	920,818(8)
Restricted Shares . . .	451,838(3)	189,324(3)	451,838(3)	0	0	0	0
Broadridge SORP (1)	0(4)(5)	0(4)(5)	0(7)	612,661(9)	0(5)	0(5)	0(5)
Health Coverage . . .	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	2,636,850	1,875,207	1,657,792	1,533,479	920,818	920,818	920,818

- (1) The present value of the accumulated benefit as of June 30, 2008 is \$207,652. For this calculation, an active participant is assumed to continue active participation until age 65 and commence receiving benefits at age 65. Service credit and actuarial values are calculated as of June 30, 2008 (Broadridge SORP’s measurement date for the last fiscal year). Actuarial values are based on the RP-2000 white collar mortality table (projected to 2008) and a 6.94% discount rate.
- (2) Represents the payment of 1.5 times the sum of Mr. Sheldon’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (3) Represents the sum value of all vested and unvested stock options and restricted shares, based on the June 30, 2008 Common Stock closing price of \$21.05 per share. All unvested stock options and restricted shares vest upon death. All stock options vest upon termination with “cause” or for “good reason” if the termination occurs within two years from the change in control. If the termination occurs in the third year following a change in control, options that would have vested one year from termination will vest. All restricted shares that would have vested within two years of a termination with “cause” or for “good reason” vest upon termination following a change in

control if the termination occurs within two years following the change in control. All restricted shares that would have vested within one year of termination with “cause” or for “good reason” vest upon termination following a change in control if the termination occurs in the third year following the change in control. The special stock option grants made on April 29, 2008 are not included in this calculation because the grants were made subject to stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan in November 2008.

- (4) There are no special change in control provisions with regard to the Broadridge SORP.
- (5) A participant who terminates and is at least age 60 will commence benefits immediately. A participant who terminates but is not yet age 60 will commence receiving benefits at age 60.
- (6) Represents the payment of one times the sum of Mr. Sheldon’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (7) The spouse of a deceased participant is assumed to be the same age as the participant and is expected to commence receiving benefits at age 60.
- (8) Represents the sum value of all vested stock options as of June 30, 2008, based on the June 30, 2008 Common Stock closing price of \$21.05 per share.
- (9) A disabled participant is assumed to commence receiving unreduced benefits immediately.

John Hogan

Payment Elements	Change in Control		Death (\$)	Disability (\$)	Voluntary Termination, or Involuntary Termination With Cause (\$)	Involuntary Termination Without Cause (\$)	Retirement (\$)
	Within Two Years Following (\$)	Between Two and Three Years Following (\$)					
Base Salary							
Payment	977,702(3)	733,276(7)	0	0	0	0	0
Annual Cash Incentive							
Payment	811,405(3)	608,554(7)	0	0	0	0	0
Stock Options	1,150,663(4)	829,999(4)	1,150,663(4)	565,921(9)	565,921(9)	565,921(9)	565,921(9)
Restricted Shares . . .	1,336,275(4)	699,155(4)	1,336,275(4)	0	0	0	0
Broadridge							
SORP (1)	686,913(5)(6)	686,913(5)(6)	355,111(8)	922,343(10)	686,913(6)	686,913(6)	686,913(6)
Excise Tax Gross-							
Up (2)	0	0	0	0	0	0	0
Health Coverage . . .	77,000	77,000	0	77,000	77,000	77,000	77,000
Other	0	0	0	0	0	0	0
Total	5,039,958	3,634,897	2,842,049	1,565,264	1,329,834	1,329,834	1,329,834

- (1) The present value of the accumulated benefit as of June 30, 2008 is \$590,448. For this calculation, an active participant is assumed to continue active participation until age 65 and commence receiving benefits at age 65. Service credit and actuarial values are calculated as of June 30, 2008 (Broadridge SORP’s measurement date for the last fiscal year). Actuarial values are based on RP-2000 white collar mortality table (projected to 2008) and a 6.94% discount rate.
- (2) Under his Enhancement Agreement, Mr. Hogan is entitled to receive a tax equalization payment which would place him in the same after-tax position as if the excise tax in Section 4999 of the Code did not apply. However, based on these termination payments and Mr. Hogan’s historical average total annual compensation, an excise tax would not be incurred.
- (3) Represents the payment of two times the sum of Mr. Hogan’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (4) Represents the sum value of all vested and unvested stock options and restricted shares, based on the June 30, 2008 Common Stock closing price of \$21.05 per share. All unvested stock options and restricted shares vest upon death. All stock options vest upon termination with “cause” or for “good reason” if the termination occurs within two years from the change in control. If the termination occurs in the third year following a change in control, options that would have vested one year from termination will vest. All restricted shares that would have vested within two years of a termination with “cause” or for “good reason” vest upon termination following a change in

control if the termination occurs within two years following the change in control. All restricted shares that would have vested within one year of termination with “cause” or for “good reason” vest upon termination following a change in control if the termination occurs in the third year following the change in control. The special stock option grants made on April 29, 2008 are not included in this calculation because the grants were made subject to stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan in November 2008.

- (5) There are no special change in control provisions with regard to the Broadridge SORP.
- (6) A participant who terminates and is at least age 60 will commence benefits immediately. A participant who terminates but is not yet age 60 will commence receiving benefits at age 60.
- (7) Represents the payment of 1.5 times the sum of Mr. Hogan’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (8) The spouse of a deceased participant is assumed to be the same age as the participant and is expected to commence receiving benefits at age 60.
- (9) Represents the sum value of all vested stock options as of June 30, 2008, based on the June 30, 2008 Common Stock closing price of \$21.05 per share.
- (10) A disabled participant is assumed to commence receiving unreduced benefits immediately.

Joseph Barra

Payment Elements	Change in Control		Death (\$)	Disability (\$)	Voluntary Termination, or Involuntary Termination With Cause (\$)	Involuntary Termination Without Cause (\$)	Retirement (\$)
	Within Two Years Following (\$)	Between Two and Three Years Following (\$)					
Base Salary							
Payment	558,250(2)	372,166(6)	0	0	0	0	0
Annual Cash Incentive							
Payment	601,811(2)	401,207(6)	0	0	0	0	0
Stock Options	591,809(3)	385,796(3)	591,809(3)	235,408(8)	235,408(8)	235,408(8)	235,408(8)
Restricted Shares	715,279(3)	292,406(3)	715,279(3)	0	0	0	0
Broadridge SORP (1)	0(4)(5)	0(4)(5)	0(7)	201,897(9)	0(5)	0(5)	0(5)
Health Coverage	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	2,467,148	1,451,575	1,307,088	437,305	235,408	235,408	235,408

- (1) The present value of the accumulated benefit as of June 30, 2008 is \$52,009. For this calculation, an active participant is assumed to continue active participation until age 65 and commence receiving benefits at age 65. Service credit and actuarial values are calculated as of June 30, 2008 (Broadridge SORP’s measurement date for the last fiscal year). Actuarial values are based on the RP-2000 white collar mortality table (projected to 2008) and a 6.94% discount rate.
- (2) Represents the payment of 1.5 times the sum of Mr. Barra’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (3) Represents the sum value of all vested and unvested stock options and restricted shares, based on the June 30, 2008 Common Stock closing price of \$21.05 per share. All unvested stock options and restricted shares vest upon death. All stock options vest upon termination with “cause” or for “good reason” if the termination occurs within two years from the change in control. If the termination occurs in the third year following a change in control, options that would have vested one year from termination will vest. All restricted shares that would have vested within two years of a termination with “cause” or for “good reason” vest upon termination following a change in control if the termination occurs within two years following the change in control. All restricted shares that would have vested within one year of termination with “cause” or for “good reason” vest upon termination following a change in control if the termination occurs in the third year following the change in control.
- (4) There are no special change in control provisions with regard to the Broadridge SORP.
- (5) A participant who terminates and is at least age 60 will commence benefits immediately. A participant who terminates but is not yet age 60 will commence receiving benefits at age 60.
- (6) Represents the payment of one times the sum of Mr. Barra’s calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.

- (7) The spouse of a deceased participant is assumed to be the same age as the participant and is expected to commence receiving benefits at age 60.
- (8) Represents the sum value of all vested stock options as of June 30, 2008, based on the June 30, 2008 Common Stock closing price of \$21.05 per share.
- (9) A disabled participant is assumed to commence receiving unreduced benefits immediately.

Charles J. Marchesani

Payment Elements	Change in Control		Death (\$)	Disability (\$)	Voluntary Termination, or Involuntary Termination With Cause (\$)	Involuntary Termination Without Cause (\$)	Retirement (\$)
	Within Two Years Following (\$)	Between Two and Three Years Following (\$)					
Base Salary							
Payment	468,975(2)	312,650(6)	0	0	0	0	0
Annual Cash Incentive							
Payment	254,897(2)	169,931(6)	0	0	0	0	0
Stock Options	317,328(3)	278,913(3)	317,328(3)	225,239(7)	225,239(7)	225,239(7)	225,239(7)
Restricted Shares . . .	352,566(3)	153,581(3)	352,566(3)	0	0	0	0
Broadridge SORP (1)	0(4)(5)	0(4)(5)	0(8)	179,205(9)	0(5)	0(5)	0(5)
Health Coverage	0	0	0	0	0	0	0
Other	10,909(10)	10,909(10)	16,363(11)	16,363(11)	10,909(10)	10,909(10)	16,363(11)
Total	1,404,675	925,984	686,257	420,807	236,148	236,148	241,602

- (1) The present value of the accumulated benefit as of June 30, 2008 is \$46,594. For this calculation, an active participant is assumed to continue active participation until age 65 and commence receiving benefits at age 65. Service credit and actuarial values are calculated as of June 30, 2008 (Broadridge SORP's measurement date for the last fiscal year). Actuarial values are based on the RP-2000 white collar mortality table (projected to 2008) and a 6.94% discount rate.
- (2) Represents the payment of 1.5 times the sum of Mr. Marchesani's calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (3) Represents the sum value of all vested and unvested stock options and restricted shares, based on the June 30, 2008 Common Stock closing price of \$21.05 per share. All unvested stock options and restricted shares vest upon death. All stock options vest upon termination with "cause" or for "good reason" if the termination occurs within two years from the change in control. If the termination occurs in the third year following a change in control, options that would have vested one year from termination will vest. All restricted shares that would have vested within two years of a termination with "cause" or for "good reason" vest upon termination following a change in control if the termination occurs within two years following the change in control. All restricted shares that would have vested within one year of termination with "cause" or for "good reason" vest upon termination following a change in control if the termination occurs in the third year following the change in control.
- (4) There are no special change in control provisions with regard to the Broadridge SORP.
- (5) A participant who terminates and is at least age 60 will commence receiving benefits immediately. A participant who terminates but is not yet age 60 will commence receiving benefits at age 60.
- (6) Represents the payment of one times the sum of Mr. Marchesani's calendar year 2007 base salary (the higher of calendar year 2006 and calendar year 2007, the two most recent completed calendar years) plus the average of the annual cash incentive paid in 2006 and 2007.
- (7) Represents the sum value of all vested stock options as of June 30, 2008, based on the June 30, 2008 Common Stock closing price of \$21.05 per share.
- (8) The spouse of a deceased participant is assumed to be the same age as the participant and is expected to commence receiving benefits at age 60.
- (9) A disabled participant is assumed to commence receiving unreduced benefits immediately.
- (10) Represents Mr. Marchesani's vested balance in the Broadridge DC Plan.
- (11) Represents Mr. Marchesani's combined vested and unvested balance in the Broadridge DC Plan. Unvested balances become fully vested upon retirement, death, or permanent disability.

REPORT OF THE AUDIT COMMITTEE

The Audit Committee acts under a written charter adopted and approved by the Board of Directors.

It is not the responsibility of the Audit Committee to plan or conduct audits, to determine that the Company's financial statements are in all material respects complete and accurate in accordance with generally accepted accounting principles, or to certify the Company's financial statements. This is the responsibility of management and the independent registered public accountants. It is also not the responsibility of the Audit Committee to guarantee the opinion of the independent registered public accountants or assure compliance with laws and regulations and the Company's Code of Business Conduct and Ethics.

Based on the Audit Committee's review of the audited financial statements as of and for the fiscal year ended June 30, 2008 and its discussions with management regarding such audited financial statements and management's assessment of the effectiveness of the Company's system of internal control over financial reporting, its receipt of written disclosures and the statement from the independent registered public accountants required by Independence Standards Board Standard No. 1 (Independence Discussions with Audit Committees), its discussions with the independent registered public accountants regarding such auditor's independence, the matters required to be discussed by the Statement on Auditing Standards 61, as amended (Communication with Audit Committees), its discussions with the independent registered public accountants regarding its opinion on the effectiveness of the Company's system of internal control over financial reporting and on the Company's system of internal control over financial reporting, and other matters the Audit Committee deemed relevant and appropriate, the Audit Committee recommended to the Board of Directors that the audited financial statements as of and for the fiscal year ended June 30, 2008 be included in the Company's Annual Report on Form 10-K for such fiscal year.

Audit Committee of the Board of Directors

Richard J. Haviland, *Chairman*
Leslie A. Brun
Alexandra Lebenthal
Alan J. Weber

PROPOSAL 2—RATIFICATION OF APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTANTS

The Audit Committee of the Board of Directors is required by law and applicable NYSE rules to be directly responsible for the appointment, compensation and retention of the Company's independent registered public accountants. The Audit Committee has appointed Deloitte & Touche LLP as the independent registered public accountants for the fiscal year ending June 30, 2009. While stockholder ratification is not required by the Company's By-laws or otherwise, the Board of Directors is submitting the selection of Deloitte & Touche LLP to the stockholders for ratification as part of good corporate governance practices. If the stockholders fail to ratify the selection, the Audit Committee may, but is not required to, reconsider whether to retain Deloitte & Touche LLP. Even if the selection is ratified, the Audit Committee in its discretion may direct the appointment of different independent registered public accountants at any time during the year if it determines that such a change would be in the best interest of the Company and its stockholders.

Fees Billed to the Company by Deloitte & Touche LLP During Fiscal Years Ended 2008 and 2007

Audit Fees. Audit fees (including expenses) billed (or billable) to the Company by Deloitte & Touche LLP were \$3,639,000 in fiscal year 2008, and \$3,254,000 in fiscal year 2007. Audit fees for fiscal year 2008 increased due to the inclusion of the reviews of two additional Forms 10-Q. For fiscal year 2007, two of the quarterly reviews were performed prior to the Company's spin-off and were, therefore, billable to the Company's former parent company. Fiscal year ended June 30, 2008 audit fees include professional services for the audit of the Company's consolidated financial statements included in our Annual Report on Form 10-K and review of financial statements included in our Quarterly Reports on Form 10-Q, services that are normally provided by Deloitte & Touche LLP in connection with statutory and regulatory filings performed by Deloitte & Touche LLP to comply with generally accepted auditing standards, as well as the fees for the audit of the Company's internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act of 2002. Audit fees also included fees for statutory audits performed on the Company's operations located outside the United States.

Audit-Related Fees. Audit-related fees (including expenses) billed (or billable) to the Company by Deloitte & Touche LLP were \$1,494,000 in fiscal year 2008, and \$226,000 in fiscal year 2007. The increase in audit-related fees in fiscal year 2008 was due to the fact that the fees were for services rendered over the 12 month period ended June 30, 2008 while the fees for fiscal year 2007 were for services rendered for the three month period from the time of the spin-off from ADP to June 30, 2007. Fiscal year ended June 30, 2008 "audit-related fees" include fees paid to Deloitte & Touche LLP for reports on controls placed in operation and tests of operating effectiveness for the services the Company performs for its clients referred to as SAS 70 reports, and reviews of compliance to performance criteria established by the Company for the services the Company performs for its clients.

Tax Fees. Tax fees (including expenses) billed to the Company by Deloitte & Touche LLP were \$158,000 in fiscal year 2008, and \$0 in fiscal year 2007. Fiscal year ended June 30, 2008 "tax fees" include fees paid to Deloitte & Touche LLP for general tax services including review and preparation of tax returns, consulting services with respect to claims for refund, and consulting services with respect to the Company's operations located outside the United States.

All Other Fees. Deloitte & Touche LLP did not provide any services not described above in fiscal years 2008 and 2007.

The Audit Committee believes that the foregoing expenditures are compatible with maintaining the independence of the Company's public accountants. The Audit Committee pre-approved all such audit and non-audit services by our independent registered public accountants during the fiscal year ended June 30, 2008.

The Audit Committee has adopted procedures for pre-approving all audit and permissible non-audit services provided by the independent registered public accountants. The Audit Committee will annually review and pre-approve the audit, review and attest services to be provided during the next audit cycle by the independent

registered public accountants and may annually review and pre-approve permitted non-audit services to be provided during the next audit cycle by the independent registered public accountants. To the extent practicable, the Audit Committee will also review and approve a budget for such services. Services proposed to be provided by the independent registered public accountants that have not been pre-approved during the annual review and the fees for such proposed services must be pre-approved by the Audit Committee or its designated subcommittee. Additionally, fees for previously approved services that are expected to exceed the previously approved budget must also be pre-approved by the Audit Committee or its designated subcommittee. All requests or applications for the independent registered public accountants to provide services to the Company shall be submitted to the Audit Committee or its designated subcommittee by the Chief Financial Officer or Controller and must address whether, in his or her view, the request or application is consistent with applicable laws, rules and regulations relating to auditor independence.

Representatives of Deloitte & Touche LLP are expected to be present at the 2008 Annual Meeting, with an opportunity to make a statement should they choose to do so, and to be available to respond to questions, as appropriate.

Required Vote

The proposal to ratify the appointment of Deloitte & Touche LLP as independent registered public accountants will require the affirmative vote of the holders of a majority of the shares of Common Stock present in person or represented by proxy at the Meeting and entitled to vote on this proposal.

RECOMMENDATION OF THE BOARD OF DIRECTORS

THE BOARD OF DIRECTORS RECOMMENDS A VOTE *FOR* THE PROPOSAL TO RATIFY THE SELECTION OF DELOITTE & TOUCHE LLP AS THE COMPANY'S INDEPENDENT REGISTERED PUBLIC ACCOUNTANTS TO AUDIT THE COMPANY'S CONSOLIDATED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2009

PROPOSAL 3—APPROVAL OF THE AMENDMENT AND RESTATEMENT OF OUR 2007 OMNIBUS AWARD PLAN

We maintain our 2007 Omnibus Award Plan for the benefit of eligible employees, directors and consultants of the Company and its affiliates. The proposed 2007 Omnibus Award Plan, as amended and restated, was unanimously adopted by the Board of Directors on August 4, 2008, subject to stockholder approval. As amended, the 2007 Omnibus Award Plan provides for an increase in the aggregate number of shares of our Common Stock issuable under the 2007 Omnibus Award Plan by 2,700,000 shares, from 24,000,000 shares to a total of 26,700,000 shares; provided, however, that only 5,442,000 shares of this aggregate limit may be used for awards that are “Whole Share Awards.” “Whole Share Awards” are awards such as restricted stock, RSUs and stock bonus awards and do not include appreciation awards such as stock options and SARs that are based on the appreciation in the value of the Company’s Common Stock. The 5,442,000 share limit on Whole Share Awards represents: (i) 2,832,660 shares that are available under the 2007 Omnibus Award Plan; (ii) 214,712 shares of previously granted vested awards under the 2007 Omnibus Award Plan that are Whole Share Awards; (iii) 2,095,034 shares of previously granted unvested awards under the 2007 Omnibus Award Plan that are Whole Share Awards; and (iv) an additional 299,594 shares. This increase of 2,700,000 shares in the aggregate share limit represents approximately 1.9% of the outstanding shares of Common Stock of the Company as of October 1, 2008. The Board believes that it is desirable to increase the total number of shares available under the 2007 Omnibus Award Plan in order to attract, motivate and retain employees, directors, and consultants of the Company and its affiliates because the current share reserve under the 2007 Omnibus Award Plan is expected to be fully utilized in the near term.

As more fully described in the “Compensation Discussion and Analysis” section of this Proxy Statement, the Compensation Committee determined that the level of ownership of the Company’s Common Stock by all of the Company’s corporate officers, as a group, did not adequately align their interests with those of the Company’s stockholders. In furtherance of the Compensation Committee’s long-term goal to have corporate officers own directly, or have granted to them in the form of stock options, restricted stock and RSUs, five percent of all Company Shares outstanding, the Compensation Committee on April 29, 2008, awarded special stock options to Messrs. Daly, Sheldon, and Hogan, which caused the sum of their calendar year 2008 stock option grants to exceed the calendar year individual stock option limit under the 2007 Omnibus Award Plan. Therefore, this grant was made subject to approval by the Company’s stockholders of an amendment to the 2007 Omnibus Award Plan to increase the calendar year individual stock option limit as described below.

In addition to the foregoing, we are asking the stockholders of the Company to approve the Section 162(m) performance goal criteria under the 2007 Omnibus Award Plan (as described below) so that certain incentive awards granted under the 2007 Omnibus Award Plan to certain Named Executive Officers of the Company may qualify as exempt performance-based compensation under Section 162(m) of the Code, which otherwise generally disallows the corporate tax deduction for certain compensation paid in excess of \$1 million annually to each of the chief executive officer and the four other most highly paid executive officers of publicly-held companies. Section 162(m) of the Code generally requires such performance goals to be approved by stockholders every five years. To date, the Company has relied on an exemption under Section 162(m) of the Code applicable to publicly-held companies during a transition period following a spin-off. During this transition period, the 2007 Omnibus Award Plan was exempt from the limitations of Section 162(m) of the Code. However, the transition period under Section 162(m) expires after our 2008 Annual Stockholders Meeting and accordingly, we are requesting stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan and the performance goals thereunder.

The 2007 Omnibus Award Plan, as amended and restated, also includes the following key modifications:

- Increase in the individual share limitations for stock options or SARs or restricted stock, RSUs or stock bonus awards that are performance compensation awards to 850,000 shares of Common Stock per calendar year (from 200,000 shares in the case of stock options and SARs and 100,000 shares in the case of restricted stock, RSUs and stock bonus awards that are performance compensation awards) subject to adjustment as provided in the 2007 Omnibus Award Plan, which limit applies individually to

each such award, provided that the maximum aggregate number of shares of stock for all types of such awards does not exceed 850,000 shares to any participant during any calendar year;

- With respect to awards granted on or after August 4, 2008: (i) revision of the 2007 Omnibus Award Plan's definition of "change in control" to include certain unwelcome changes in the composition of the Board of Directors within any consecutive two-year period; and (ii) clarification that a change in an employee's status from employee to director, director to consultant, consultant to employee, etc. will not constitute a termination of employment or service with the Company;
- Extension of the term of the 2007 Omnibus Award Plan through August 4, 2018; and
- Adoption of certain other minor clarifying amendments to the 2007 Omnibus Award Plan, including amendments to reflect the expiration of the transition period under Section 162(m) and recent developments in applicable law and equity compensation practices. In addition, the 2007 Omnibus Award Plan provides an express prohibition against repricing stock options and SARs, except where the repricing is the result of adjustments to reflect certain customary changes in capital structure or the repricing is approved by the Company's stockholders.

If the requisite stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan is not obtained, the 2007 Omnibus Award Plan, as amended and restated, will not take effect. If such approval is not obtained, the Company may continue to grant awards under the 2007 Omnibus Award Plan in accordance with its terms and the current share reserve thereunder. However, certain awards under the 2007 Omnibus Award Plan may not constitute "performance-based" compensation under Section 162(m) of the Code after the expiration of the applicable transition period under Section 162(m) of the Code, and accordingly, may not be deductible by the Company depending on the facts and circumstances.

The following description of the 2007 Omnibus Award Plan, as amended and restated, is a summary of its principal provisions and is qualified in its entirety by reference to the 2007 Omnibus Award Plan attached hereto as Appendix B.

Description of the 2007 Omnibus Award Plan as Amended and Restated

Purpose. The purpose of the 2007 Omnibus Award Plan is to provide a means through which the Company and its affiliates may attract able persons to enter and remain in the employ of, or other service with, the Company and its affiliates and to provide a means whereby employees, directors and consultants of the Company and its affiliates can acquire and maintain Common Stock ownership, or be paid incentive compensation measured by reference to the value of Common Stock, thereby strengthening their commitment to the welfare of the Company and its affiliates and promoting an identity of interest between stockholders and these persons.

Administration. The 2007 Omnibus Award Plan is administered and interpreted by a committee of at least two people as the Board may appoint (the "*Committee*") or, if no such committee has been appointed by the Board, the Board. Currently, the Compensation Committee of the Board serves as the Committee under the 2007 Omnibus Award Plan. Unless the Board is acting as the Committee or the Board specifically determines otherwise, each member of the Committee is intended to be, to the extent applicable, a (i) a "non-employee director" within the meaning of Rule 16b-3 under the Exchange Act, or a person meeting any similar requirement under any successor rule or regulation; (ii) an "outside director" within the meaning of Section 162(m) of the Code, and the Treasury regulations promulgated thereunder; and (iii) an "independent director" under the NYSE rules. However, the fact that a Committee member shall fail to qualify as a "non-employee director" or an "outside director" under Rule 16b-3 or Section 162(m), respectively, will not invalidate any award granted by the Committee if the award is otherwise validly granted under the 2007 Omnibus Award Plan.

The Committee has the full authority to select those individuals eligible to receive awards, to determine the type of awards to be granted, the number of shares of Common Stock to be covered by each award, the terms and

conditions of each award and to make any other determination and take any other action that the Committee deems necessary and desirable for the administration of the 2007 Omnibus Award Plan. The terms and conditions of individual awards are set forth in written agreements that are consistent with the terms of the 2007 Omnibus Award Plan.

Shares Subject to the 2007 Omnibus Award Plan. The maximum number of shares of Common Stock in respect of an award that may be granted under the 2007 Omnibus Award Plan is 26,700,000 shares of Common Stock; provided, however, that only 5,442,000 shares of this aggregate limit may be used for Whole Share Awards. In general, if awards under the 2007 Omnibus Award Plan expire, terminate or are canceled for any reason without the participant having received a benefit therefrom, the shares covered by such awards will again be available under the 2007 Omnibus Award Plan.

The maximum number of shares of Common Stock subject to stock options or SARs or restricted stock, RSUs or stock bonus awards that are performance compensation awards is 850,000 shares of Common Stock per calendar year, provided that the maximum number of shares of stock for all types of awards does not exceed 850,000 shares per calendar year. If a SAR is granted in connection with a stock option, it will apply against the participant's individual share limits for both SARs and stock options. The maximum amount that can be paid in any calendar year to any participant pursuant to a cash bonus award is \$3,000,000. There are no individual share limitations with respect to restricted stock, RSUs or stock bonus awards that are not intended to comply with the requirements of Section 162(m) of the Code. To the extent that shares of Common Stock available for awards for a participant are not used during the calendar year, the stock available for such awards to such participant will automatically increase in the subsequent calendar years during the term of the 2007 Omnibus Award Plan until used.

The 2007 Omnibus Award Plan requires that the Committee appropriately adjust the individual maximum share limitations described in the immediately preceding paragraph, the aggregate number of shares of Common Stock available for the grant of awards and the number, price or kind of stock or other consideration subject to an award to reflect any change in the outstanding stock, the Company's capital structure by reason of certain corporate transactions or events or in applicable laws or circumstances which results in any substantial dilution or enlargement of a participant's rights.

Eligibility. Participation in the 2007 Omnibus Award Plan is limited to eligible employees, directors and consultants of the Company and its affiliates who have entered into an award agreement or who are designated to participate in the 2007 Omnibus Award Plan by the Committee.

Types of Awards. The 2007 Omnibus Award Plan provides for the grant of any or all of the following types of awards: (i) stock options, including incentive stock options (only to eligible employees) and non-qualified stock options; (ii) SARs; (iii) restricted stock and RSUs; (iv) phantom stock awards; (v) stock bonus awards; and (vi) performance compensation awards.

Stock Options. The Committee may grant non-qualified stock options and incentive stock options (only to eligible employees) to purchase shares of our Common Stock. The Committee will determine the number of shares subject to the option, the term of the option (which shall not exceed 10 years or five years in the case of an incentive stock option granted to a 10% stockholder), the exercise price, the vesting schedule (if any) and other material terms of each option. No stock option may have an exercise price less than the "fair market value" (as defined in the 2007 Omnibus Award Plan) of the Common Stock at the time of grant (or, in the case of an incentive stock option granted to a 10% stockholder, 110% of such share's fair market value).

Options will be exercisable at such time or times and subject to such terms and conditions as determined by the Committee at grant. The exercise price upon exercise may be paid: (i) in cash, check, cash equivalent or shares of Common Stock; (ii) in the discretion of the Committee and to the extent permitted by law, in other property having a fair market value on the exercise date equal to the exercise price, by means of "net exercise" or

through the delivery of irrevocable instructions to a stockbroker to deliver the Company an amount equal to the exercise price; or (iii) by such other method as the Committee may allow.

SARs. The Committee may grant SARs either in connection with a stock option (a “*Tandem SAR*”) or independent of a stock option (a “*Non-Tandem SAR*”). A SAR is a right to receive a payment in Common Stock, equal in value to the excess, if any, of the fair market value of one share of Common Stock on the date of exercise over the strike price. The strike price per share covered by a SAR will be the per share exercise price of the related stock option in the case of a Tandem SAR and will be the per share fair market value of Common Stock on the date of the grant in the case of a Non-Tandem SAR.

Restricted Stock and RSUs. The Committee may award shares of restricted stock and RSUs. Upon the award of restricted stock, the recipient has all rights of a stockholder with respect to the shares, including, without limitation, the right to receive dividends, the right to vote such shares and, subject to and conditioned upon the full vesting of the shares of restricted stock, the right to tender such shares, subject to the conditions and restrictions generally applicable to restricted stock or specifically set forth in the recipient’s restricted stock agreement. At the discretion of the Committee as provided in an award agreement, the payment of dividends may be either currently paid or withheld for a participant’s account.

An RSU represents the right to receive one share of Common Stock for each vested RSU, provided that the Committee may, in its sole discretion, elect to pay cash or part cash and part shares for vested RSUs. At the discretion of the Committee, each RSU may be credited with cash and stock dividends paid with respect to the shares of Common Stock underlying the RSUs which may be currently paid or withheld for a participant’s account in a manner intended to comply with Section 409A of the Code.

Recipients of restricted stock and RSUs are required to enter into an award agreement with the Company which states the restrictions to which the shares are subject, which may include satisfaction of pre-established performance goals, and the criteria or date or dates on which such restrictions will lapse. The Committee may remove any or all of such restrictions at any time. If the grant of restricted stock or RSUs or the lapse of the relevant restrictions is based on the attainment of performance goals, the Committee will establish for each participant the length of the performance period and the applicable performance goals and formulae within 90 days of a performance period (or, if longer or shorter, within the maximum period allowed under Section 162(m) of the Code). The performance goals for performance-based restricted stock and RSUs will be based on one or more of the objective criteria set forth in the 2007 Omnibus Award Plan and discussed in general below.

Stock Bonus Awards. The Committee may issue unrestricted stock or other awards denominated in stock, alone or in tandem with other awards under the 2007 Omnibus Award Plan. A stock bonus award under the 2007 Omnibus Award Plan may be granted as, or in payment of, a bonus or to provide incentives or recognize special achievements or contributions. The Committee will determine the terms and conditions of any such awards, which may include the achievement of certain performance goals for purposes of compliance with Section 162(m) of the Code. The performance goals for such stock bonus awards will be based on one or more of the objective criteria set forth in the 2007 Omnibus Award Plan and discussed in general below.

Performance Compensation Awards. The Committee, at the time of grant, may designate an award (other than stock options and SARs granted with an exercise price or grant price, as the case may be, equal to or greater than the fair market value per share of Common Stock on the date of grant) as a performance compensation award in order to qualify such award as “performance-based compensation” under Section 162(m) of the Code. In addition, the Committee may make an award of a cash bonus and designate such award as “performance-based compensation” under Section 162(m) of the Code. The grant of a performance compensation award will specify one or more performance goals to meet within a specified period determined by the Committee at the time of grant. The performance goals for performance compensation awards will be based on one or more of the objective criteria set forth in the 2007 Omnibus Award Plan and discussed in general below. A participant is eligible to receive payment in respect of a performance compensation award if, by the end of the performance

period, the recipient has achieved the specified performance goals and the award has been earned in accordance with the performance formula. To the extent earned, the performance compensation award will be paid to the participant at the time and in the manner determined by the Committee in cash, shares of our Common Stock or a combination thereof.

Performance Goals. If the awards are intended to comply with Section 162(m) of the Code, the performance goals will be based on one or more of the following criteria as they relate to Company-wide objectives or those of an affiliate, a subsidiary, division, department or function of the Company or an affiliate: (i) earnings per share; (ii) stock price; (iii) stockholder return; (iv) return on investment; (v) return on capital; (vi) earnings before interest, taxes, depreciation and/or amortization; (vii) income before taxes and extraordinary items; (viii) gross or net profits; (ix) gross or net revenues; (x) net earnings or net income (before or after taxes); (xi) operating income; (xii) operating profit or net operating profit (before or after taxes); (xiii) return measures; (xiv) cash flow; (xv) gross or operating margins; (xvi) fair market value of the shares of the Company's Common Stock; (xvii) the growth in the value of an investment in the Company's Common Stock assuming the reinvestment of dividends; (xviii) productivity ratios; (xix) expense targets; (xx) margins; (xxi) operating efficiency; (xxii) objective measures of customer satisfaction; (xxiii) cost reductions or savings; (xxiv) market share; (xxv) working capital targets; (xxvi) measures of economic value added; (xxvii) sales; (xxviii) enterprise value; (xxix) client retention; (xxx) competitive market metrics; (xxxi) employee retention; (xxxii) timely completion of new product rollouts; or (xxxiii) any combination of the foregoing.

To the extent permitted by law, the Committee may also adjust or modify the calculation of a performance goal for a specified performance period in order to prevent the dilution or enlargement of the participant's rights based on certain events specified in the 2007 Omnibus Award Plan, including for example, extraordinary, non-recurring items.

Change in Control. The Committee may provide in an award agreement that upon a "change in control" (as defined in the 2007 Omnibus Award Plan): (i) all stock options and SARs will become immediately exercisable with respect to 100% of the shares subject to the stock options or SARs and/or the restricted period will expire immediately with respect to 100% of shares of restricted stock or RSUs (including the waiver of any performance goals); and (ii) all incomplete performance periods end on the date of a change in control and the Committee will determine the extent to which the performance goals have been met and will cause the payment of awards based on the participant's actual achievement of the performance goals through such date and the settlement of previously deferred awards in a manner that complies with Section 409A of the Code. In addition, the Committee may, with 10 days' advance notice, cancel outstanding awards in exchange for a payment in cash, stock or a combination thereof or cancel awards without payment if the price per share of Common Stock received by stockholders in connection with the change in control is less than the fair market value of the award on the grant date.

Transferability. Although awards will generally be nontransferable (except by will or the laws of descent and distribution), the Committee may permit awards (other than incentive stock options) to be transferred to certain permitted transferees set forth in the 2007 Omnibus Award Plan, subject to certain conditions.

Amendment and Termination. The Board may amend, alter, suspend, discontinue or terminate the 2007 Omnibus Award Plan or any portion thereof at any time, except that no such amendment, alteration, suspension, discontinuance or termination may: (i) impair the rights of any participant without the participant's consent; or (ii) be made without stockholder approval to the extent such approval is necessary to comply with any tax or regulatory requirement applicable to the 2007 Omnibus Award Plan. Awards under the 2007 Omnibus Award Plan may not be made on or after August 4, 2018, provided that administration of the 2007 Omnibus Award Plan will continue in effect until all matters relating to awards previously granted have been settled. Awards that are intended to be "performance-based" under Section 162(m) of the Code will not be made after the fifth anniversary of the date of the last stockholder approval of the performance goals in the 2007 Omnibus Award Plan as described above (*i.e.*, November 13, 2013, assuming the Section 162(m) performance goals are approved by the Company's stockholders at the 2008 Annual Stockholders Meeting).

Certain U.S. Federal Income Tax Consequences

The rules concerning the federal income tax consequences with respect to stock options granted pursuant to the 2007 Omnibus Award Plan are highly technical. In addition, the applicable statutory provisions are subject to change and their application may vary in individual circumstances. Therefore, the following is designed to provide a general understanding of the federal income tax consequences; it does not set forth any state or local income tax or estate tax consequences that may be applicable.

Incentive Stock Options. Options granted under the 2007 Omnibus Award Plan may be incentive stock options as defined in the Code, provided that such options satisfy the requirements under the Code. In general, neither the grant nor the exercise of an incentive stock option will result in taxable income to the optionee or a deduction to us. The sale of Common Stock received pursuant to the exercise of an option which satisfied all the requirements of an incentive stock option, as well as the holding period requirement described below, will result in a long-term capital gain or loss to the optionee equal to the difference between the amount realized on the sale and the exercise price and will not result in a tax deduction to us. To receive incentive stock option treatment, the optionee must not dispose of the Common Stock purchased pursuant to the exercise of an option either (i) within two years after the option is granted; or (ii) within one year after the date of exercise.

If all requirements for incentive stock option treatment other than the holding period rules are satisfied, the recognition of income by the optionee is deferred until disposition of the Common Stock, but, in general, any gain (in an amount equal to the lesser of (i) the fair market value of the Common Stock on the date of exercise (or, with respect to officers, the date that sale of such stock would not create liability, referred to as Section 16(b) liability, under Section 16(b) of the Exchange Act) minus the exercise price; or (ii) the amount realized on the disposition minus the exercise price) is treated as ordinary income. Any remaining gain is treated as long-term or short-term capital gain depending on the optionee's holding period for the disposed stock. We generally will be entitled to a deduction at that time equal to the amount of ordinary income realized by the optionee.

The 2007 Omnibus Award Plan provides that an optionee may pay for Common Stock received upon the exercise of an option (including an incentive stock option) with other shares of Common Stock. In general, an optionee's transfer of stock acquired pursuant to the exercise of an incentive stock option, to acquire other stock in connection with the exercise of an incentive stock option may result in ordinary income if the transferred stock has not met the minimum statutory holding period necessary for favorable tax treatment as an incentive stock option. For example, if an optionee exercises an incentive stock option and uses the stock so acquired to exercise another incentive stock option within the two-year or one-year holding periods discussed above, the optionee may realize ordinary income under the rules summarized above.

Non-Qualified Stock Options. An optionee will realize no taxable income at the time he or she is granted a non-qualified stock option. Such conclusion is predicated on the assumption that, under existing U.S. Treasury Department regulations, a non-qualified stock option, at the time of its grant, has no readily ascertainable fair market value. Ordinary income will be realized when a non-qualified stock option is exercised, provided the Common Stock issued is not restricted stock. The amount of such income will be equal to the excess of the fair market value on the exercise date of the shares of Common Stock issued to an optionee over the exercise price. The optionee's holding period with respect to the shares acquired will begin on the date of exercise.

The tax basis of the stock acquired upon the exercise of any option will be equal to the sum of (i) the exercise price of such option and (ii) the amount included in income with respect to such option. Any gain or loss on a subsequent sale of the stock will be either a long-term or short-term capital gain or loss, depending on the optionee's holding period for the stock disposed of. If the Common Stock issued is restricted stock, different rules may apply. Subject to the limitations under Sections 162(m) and 280G of the Code (as described below), we generally will be entitled to a deduction for federal income tax purposes at the same time and in the same amount as the optionee is considered to have realized ordinary income in connection with the exercise of the option.

Certain Other Tax Issues. In addition, (i) any of our officers subject to Section 16(b) liability may be subject to special rules regarding the income tax consequences concerning their awards; (ii) any entitlement to a tax deduction on our part is subject to the applicable federal tax rules (including, without limitation, Section 162(m) of the Code regarding the \$1 million limitation on deductible compensation); (iii) in the event that the exercisability or vesting of any award is accelerated because of a change in control, payments relating to the awards (or a portion thereof), either alone or together with certain other payments, may constitute parachute payments under Section 280G of the Code, which excess amounts may be subject to excise taxes and may be nondeductible by us; and (iv) the exercise of an incentive stock option may have implications in the computation of alternative minimum taxable income.

In general, Section 162(m) of the Code denies a publicly-held corporation a deduction for federal income tax purposes for compensation in excess of \$1 million per year per person to its chief executive officer and certain of its other named executive officers, subject to certain exceptions. Options and SARs will generally qualify under one of these exceptions if they are granted under a plan that states the maximum number of shares with respect to which options and SARs may be granted to any employee during a specified period and the plan under which the options and SARs are granted is approved by stockholders and is administered by a compensation committee comprised of outside directors. The 2007 Omnibus Award Plan is intended to satisfy these requirements with respect to options, SARs and certain performance awards. Depending on the structure of an award, awards of restricted stock, RSUs and certain other awards under the 2007 Omnibus Award Plan may not satisfy the exception for performance-based compensation under Section 162(m) of the Code.

The 2007 Omnibus Award Plan is not subject to any of the requirements of the Employee Retirement Income Security Act of 1974, as amended. The 2007 Omnibus Award Plan is not, nor is it intended to be, qualified under Section 401(a) of the Code.

New 2007 Omnibus Award Plan Benefits

During the fiscal year ended June 30, 2008, the following awards were granted under the 2007 Omnibus Award Plan to Named Executive Officers serving at June 30, 2008, all executive officers as a group, non-employee directors as a group, and all other employees, respectively:

<u>Name and Position</u>	<u>Number of Shares Underlying Options/SARs</u>	<u>Weighted-Average Exercise Price of Options/SARs</u>	<u>Number of Shares Underlying Restricted Stock, RSUs or Performance Compensation Awards</u>
Richard J. Daly Chief Executive Officer	714,600(1)	\$21.03	63,532
Dan Sheldon Vice President, Chief Financial Officer	206,200(2)	\$21.04	18,106
John Hogan President and Chief Operating Officer	432,400(3)	\$21.03	57,882
Joseph Barra Vice President, Clearing and Outsourcing Solutions	142,900	\$20.99	13,271
Charles J. Marchesani Vice President, Securities Processing Solutions	134,000	\$20.93	11,522
All Executive Officers as a Group	2,418,700	\$20.95	281,535
Non-Employee Directors as a Group	75,600	\$18.96	0
Non-Executive Officer Employees as a Group	43,800	\$21.87	1,750,988

(1) This amount includes 514,600 stock options granted to Mr. Daly in fiscal year 2008 that are subject to stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan.

- (2) This amount includes 6,200 stock options granted to Mr. Sheldon in fiscal year 2008 that are subject to stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan.
- (3) This amount includes 232,400 stock options granted to Mr. Hogan in fiscal year 2008 that are subject to stockholder approval of the amendment and restatement of the 2007 Omnibus Award Plan.

Future Plan Awards. The terms and number of options or other awards to be granted in the future under the 2007 Omnibus Award Plan are to be determined in the discretion of the Committee. Since no such determinations regarding awards or grants have yet been made, the benefits or amounts that will be received by or allocated to the Company's Named Executive Officers, executive officers as a group, non-employee directors as a group, and all other employees cannot be determined at this time.

Equity Compensation Plan Information

The following table sets forth, as of June 30, 2008, certain information related to the Company's equity compensation plans.

<u>Plan Category</u>	<u>Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)</u>	<u>Weighted-average exercise price of outstanding options, warrants and rights (b)</u>	<u>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</u>
Equity compensation plans approved by security holders (1)	17,423,889(2)	\$19.00(3)	2,832,660
Equity compensation plans <i>not</i> approved by security holders	—	—	—
Total	17,423,889	\$19.00	2,832,660

- (1) The 2007 Omnibus Award Plan was originally adopted by ADP prior to the spin-off.
- (2) This amount consists of stock options which have an average remaining term as of June 30, 2008 of 5.52 years. This amount does not include outstanding unvested Whole Share Awards of: (i) 1,118,705 time-based restricted shares with a weighted-average grant price of \$18.59 per share; and (ii) 976,329 performance-based restricted shares with a weighted-average grant price of \$19.41 per share. In addition, from the time of the spin-off from ADP and as of June 30, 2008, 1,433,705 stock options have been exercised and 214,712 shares of restricted stock have vested.
- (3) This price is calculated without taking into account the shares of Common Stock subject to outstanding restricted stock grants that become issuable as those shares vest, without any cash consideration or other payment required for such shares.

Required Vote

The proposal to approve the amendment and restatement of the 2007 Omnibus Award Plan will require the affirmative vote of the holders of a majority of the shares of Common Stock present in person or represented by proxy at the Meeting and entitled to vote on this proposal.

RECOMMENDATION OF THE BOARD OF DIRECTORS

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS
A VOTE FOR THE APPROVAL OF THE AMENDMENT AND RESTATEMENT OF
OUR 2007 OMNIBUS AWARD PLAN**

OTHER MATTERS

Management of the Company is not aware of other matters to be presented for action at the 2008 Annual Meeting. However, if other matters are presented, it is the intention of the persons named in the accompanying proxy card to vote in accordance with their judgment on such matters.

SECTION 16(a) BENEFICIAL OWNERSHIP COMPLIANCE

Section 16(a) of the Exchange Act requires the Company's executive officers, directors and persons who own more than 10 percent of the Company's Common Stock to file initial reports of ownership and changes in ownership with the SEC. To the Company's knowledge, with respect to the fiscal year ended June 30, 2008, all applicable filings were timely made, except that on August 15, 2008, Adam D. Amsterdam, Joseph Barra, J. Peter Benzie, Richard J. Daly, Douglas R. DeSchutter, John Hogan, Robert F. Kalenka, Charles J. Marchesani, Gerard F. Scavelli, Robert Schifellite, and Dan Sheldon filed Forms 5 to report the acquisition of Common Shares through dividend reinvestment, which amounts had not been previously reported due to clerical errors.

STOCKHOLDER PROPOSALS FOR THE 2009 ANNUAL MEETING

Stockholder proposals intended to be included in the Proxy Statement relating to the Company's 2009 Annual Meeting pursuant to Rule 14a-8 ("*Rule 14a-8*") under the Exchange Act must be received by the Corporate Secretary of the Company no later than June 13, 2009 and must otherwise comply with Rule 14a-8.

Any stockholder proposals received outside of the Rule 14a-8 procedure for consideration at the Company's 2009 Annual Meeting must be delivered to the Corporate Secretary of the Company no later than August 12, 2009, but no earlier than June 3, 2009. If such timely notice of a stockholder proposal is not given, the proposal may not be brought before the 2009 Annual Meeting. If timely notice is given but is not accompanied by a written statement to the extent required by applicable securities laws, the Company may exercise discretionary voting authority over proxies with respect to such proposal, if presented at the 2009 Annual Meeting.

Stockholder proposals for nominees for directors must comply with the procedures set forth in Section 2.12 of the Company's Amended and Restated By-laws, as set forth on Appendix A to this Proxy Statement, and may be excluded if the exclusion is permitted by Rule 14a-8.

In addition to complying with the foregoing procedures, any stockholder nominating a director must comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder. Recommendations must also include a written statement from the candidate expressing a willingness to serve.

ELECTRONIC ACCESS TO PROXY MATERIALS

The Notice of Annual Meeting of Stockholders, Proxy Statement and 2008 Annual Report are available online at www.proxyvote.com/br. Instead of receiving future copies of our proxy materials by mail, registered stockholders and most beneficial stockholders can elect to receive an email that will provide electronic versions of these documents. Registered stockholders are those stockholders who maintain shares under their own names. Beneficial stockholders are those stockholders who have their shares deposited with a bank or brokerage firm. To view a listing of participating brokerage firms and enroll in the online program, stockholders simply go to www.broadridge-ir.com, click on Stockholder Electronic Delivery and follow the enrollment instructions. Upon completion of enrollment, a stockholder will receive an email confirming the election to use the online services. The enrollment in the online program will remain in effect for as long as the brokerage account is active or until enrollment is cancelled. Enrolling to receive proxy materials online will save Broadridge the cost of printing and mailing documents, as well as help preserve our natural resources.

HOUSEHOLDING

In order to reduce the expense of delivering duplicate proxy materials to stockholders who may hold our stock in more than one account but share the same address, as permitted by SEC rules, only one copy of this Proxy Statement and the accompanying 2008 Annual Report is being delivered to stockholders residing at the same address, unless the stockholders have notified the Company of their desire to receive multiple copies of proxy materials. This is known as householding. The Company will promptly deliver, upon oral or written request, a separate copy of this Proxy Statement and the 2008 Annual Report to any stockholder residing at an address to which only one copy was mailed. Requests for additional copies for the current year or future years should be directed to the Corporate Secretary, Broadridge Financial Solutions, Inc., 1981 Marcus Avenue, Lake Success, New York 11042.

If you are a registered stockholder and choose to have separate copies of the proxy materials mailed to you, you must “opt-out” of householding by writing to Broadridge Financial Solutions, Inc., Householdings Department, 51 Mercedes Way, Edgewood, New York 11717 or by calling 1-800-542-1061 and we will cease householding all such documents within 30 days. If we do not receive instructions to remove your accounts from this service, your accounts will continue to be householded until we notify you otherwise. If you are a beneficial stockholder, information regarding householding of proxy materials should have been forwarded to you by your bank or broker.

You can also contact Broadridge at 1-800-542-1061 if you received multiple copies of the proxy materials and would prefer to receive a single copy in the future.

Your vote is important. Please sign, date, and return your proxy card by mail, or submit your proxy over the Internet or by telephone promptly.

By Order of the Board of Directors

Adam D. Amsterdam
Secretary

Lake Success, New York
October 10, 2008

Broadridge Financial Solutions, Inc.
Amended and Restated By-Laws Section 2.12

2.12. CONDUCT OF MEETINGS; PROCEDURES.

(a) Unless otherwise determined by the Board, at each meeting of Stockholders, the Chairman, or in the absence of the Chairman, the Vice Chairman, or in the absence of the Vice Chairman, the CEO, or in the absence of the CEO, the President, or in the absence of the President, a corporate Vice President, and in case more than one corporate Vice President shall be present, that corporate Vice President designated by the Board (or in the absence of any such designation, the most senior corporate Vice President, based on time served in such office, present), shall act as chair of the meeting. The Secretary, or in his or her absence one of the Assistant Secretaries, shall act as secretary of the meeting. In case none of the officers above designated to act as chairman or secretary of the meeting, respectively, shall be present, a chair or a secretary of the meeting, as the case may be, shall be chosen by a majority of the votes cast at such meeting by the holders of shares of capital stock present in person or represented by proxy and entitled to vote at the meeting.

(b) Only persons who are nominated in accordance with the following procedures shall be eligible for election as Directors. Nominations of persons for election to the Board may be made at an annual meeting or special meeting of Stockholders only (i) by or at the direction of the Board, (ii) by any nominating committee designated by the Board or (iii) by any Stockholder of the Corporation who was a Stockholder of record of the Corporation at the time the notice provided for in this Section 2.12 is delivered to the Secretary, who is entitled to vote for the election of Directors at the meeting and who complies with the applicable provisions of Section 2.12(d) hereof (persons nominated in accordance with (iii) above are referred to herein as “STOCKHOLDER NOMINEES”).

(c) At any annual meeting of Stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting of Stockholders, (i) business must be specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the meeting by or at the direction of the Board or (iii) otherwise properly brought before the meeting by a Stockholder who was a Stockholder of record of the Corporation at the time the notice provided for in this Section 2.12 is delivered to the Secretary, who is entitled to vote at the meeting and who complies with the applicable provisions of Section 2.12(d) hereof (business brought before the meeting in accordance with (iii) above is referred to as “STOCKHOLDER BUSINESS”).

(d) In addition to any other applicable requirements, (i) all nominations of Stockholder nominees must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the “NOTICE OF NOMINATION”) and (ii) all proposals of Stockholder business must be made by timely written notice given by or on behalf of a Stockholder of record of the Corporation (the “NOTICE OF BUSINESS”). To be timely, the Notice of Nomination or the Notice of Business, as the case may be, must be delivered personally to, or mailed to, and received at the Office of the Corporation, addressed to the attention of the Secretary, (x) in the case of the nomination of a person for election to the Board, or business to be conducted, at an annual meeting of Stockholders, not less than sixty (60) days nor more than one hundred and thirty (130) days prior to the first anniversary of the date on which the Corporation first mailed its proxy materials for the prior year’s annual meeting of Stockholders, or (y) in the case of the nomination of a person for election to the Board at a special meeting of Stockholders, not less than the later of (A) ninety (90) nor more than one hundred and thirty (130) days prior to such special meeting or (B) the tenth (10th) day following the day on which the notice of such special meeting was made by mail or Public Disclosure (as defined in Section 2.12(h)); PROVIDED, HOWEVER, that in the event the annual meeting of Stockholders is advanced or delayed by more than thirty (30) days from the first anniversary of the prior year’s annual meeting of Stockholders or if no annual meeting was held during the prior year, notice by the Stockholder to be timely must be received (I) no earlier than one

hundred and thirty (130) days prior to such annual meeting and no later than ninety (90) days prior to such annual meeting or (II) no later than ten (10) days following the day the notice of such annual meeting was made by mail or Public Disclosure. In no event shall the public disclosure of an adjournment or postponement of an annual or special meeting commence a new time period (or extend any time period) for the giving of the Notice of Nomination or Notice of Business, as applicable.

(e) The Notice of Nomination shall set forth (i) the name and record address of the Stockholder and/or beneficial owner proposing to make nominations, as they appear on the Corporation's books, (ii) the class and number of shares of stock held of record and beneficially by such Stockholder and/or such beneficial owner, (iii) a representation that the Stockholder is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such nomination, (iv) all information regarding each Stockholder nominee that would be required to be set forth in a definitive proxy statement filed with the Securities and Exchange Commission pursuant to Section 14 of the Exchange Act, and the written consent of each such Stockholder nominee to being named in a proxy statement as a nominee and to serve if elected and (v) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such nominations were a participant in a solicitation subject to Section 14 of the Exchange Act or any successor statute thereto. The Corporation may require any Stockholder nominee to furnish such other information as it may reasonably require to determine the eligibility of such Stockholder nominee to serve as a Director. The chair of the meeting shall, if the facts warrant, determine and declare to the meeting that any proposed nomination of a Stockholder nominee was not made in accordance with the foregoing procedures and, if such chair should so determine, such chair shall so declare to the meeting and the defective nomination shall be disregarded.

(f) The Notice of Business shall set forth (i) the name and record address of the Stockholder and/or beneficial owner proposing such Stockholder business, as they appear on the Corporation's books, (ii) the class and number of shares of stock held of record and beneficially by such Stockholder and/or such beneficial owner, (iii) a representation that the Stockholder is a holder of record of stock of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such business, (iv) a brief description of the Stockholder business desired to be brought before the annual meeting, the text of the proposal (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the By-laws, the language of the proposed amendment, and the reasons for conducting such Stockholder business at the annual meeting, (v) any material interest of the Stockholder and/or beneficial owner in such Stockholder business and (vi) all other information that would be required to be filed with the Securities and Exchange Commission if the person proposing such Stockholder business were a participant in a solicitation subject to Section 14 of the Exchange Act. Notwithstanding anything in these By-laws to the contrary, no business shall be conducted at the annual meeting of Stockholders except in accordance with the procedures set forth in this Section 2.12; PROVIDED, HOWEVER, that nothing in this Section 2.12 shall be deemed to preclude discussion by any Stockholder of any business properly brought before the annual meeting in accordance with said procedure. Nevertheless, it is understood that Stockholder business may be excluded if the exclusion of such Stockholder business is permitted by the applicable regulations of the Securities and Exchange Commission. The chair of the meeting shall, if the facts warrant, determine and declare to the meeting, that business was not properly brought before the meeting in accordance with the foregoing procedures and, if such chair should so determine, such chair shall declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(g) Notwithstanding the foregoing provisions of this Section 2.12, if the Stockholder (or a qualified representative of the Stockholder) does not appear at the annual or special meeting of Stockholders to present the Stockholder nomination or the Stockholder business, as applicable, such nomination shall be disregarded and such business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(h) For purposes of this Section 2.12, "PUBLIC DISCLOSURE" shall be deemed to be first made when disclosure of such date of the annual or special meeting of Stockholders, as the case may be, is first made in a

press release reported by the Dow Jones News Services, Associated Press or comparable national news service, or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act or any successor statute thereto.

(i) Notwithstanding the foregoing, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.12. Nothing in this Section 2.12 shall be deemed to affect any rights of the holders of any series of preferred stock of the Corporation pursuant to any applicable provision of the Certificate of Incorporation.

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Broadridge Financial Solutions, Inc.
2007 Omnibus Award Plan
(Amended and Restated Effective August 4, 2008)

1. Purpose

The purpose of the Plan is to provide a means through which the Company and its Affiliates may attract able persons to enter and remain in the employ of, or other service with, the Company and its Affiliates and to provide a means whereby employees, directors and consultants of the Company and its Affiliates can acquire and maintain Common Stock ownership, or be paid incentive compensation measured by reference to the value of Common Stock, thereby strengthening their commitment to the welfare of the Company and its Affiliates and promoting an identity of interest between stockholders and these persons.

So that the appropriate incentive can be provided, the Plan provides for granting Incentive Stock Options, Non-qualified Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Phantom Stock Awards, Stock Bonuses and Performance Compensation Awards, or any combination or variation of the foregoing.

The Plan, which was originally adopted by the Company effective March 29, 2007, was amended on April 29, 2008 to increase the per calendar year individual limit for Options and Stock Appreciation Rights, subject to the approval of the Company's stockholders and is hereby amended and restated effective August 4, 2008, subject to the approval of the Company's stockholders.

2. Definitions

The following definitions shall be applicable throughout the Plan.

(a) "*Affiliate*" means (i) any entity that directly or indirectly is controlled by, controls or is under common control with the Company and (ii) to the extent provided by the Committee, any entity in which the Company has a significant equity interest.

(b) "*Appreciation Award*" means any Award under the Plan of any Option or SAR.

(c) "*Award*" means, individually or collectively, any Incentive Stock Option, Non-qualified Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Phantom Stock Award, Stock Bonus or Performance Compensation Award granted under the Plan.

(d) "*Award Agreement*" means an agreement pursuant to which an Award is granted.

(e) "*Board*" means the Board of Directors of the Company.

(f) "*Cause*" shall mean, unless in the case of a particular Award the applicable Award agreement states otherwise, the Company or an Affiliate having "cause" to terminate a Participant's employment or service, as defined in any existing employment, consulting or any other agreement between the Participant and the Company or an Affiliate in effect at the time of such termination or, in the absence of such an employment, consulting or other agreement, upon (i) the good faith determination by the Committee that the Participant has ceased to perform his duties to the Company or an Affiliate (other than as a result of his incapacity due to physical or mental illness or injury), which failure amounts to an intentional and extended neglect of his duties to such party, provided that no such failure shall constitute Cause unless the Participant has been given notice of such failure (if cure is reasonably possible) and has not cured such act or omission within 15 days following receipt of such notice, (ii) the Committee's good faith determination that the Participant has engaged or is about to engage in conduct materially injurious to the Company or an Affiliate, (iii) the Participant having been convicted of, or plead guilty or no contest to, a felony or any crime involving as a

material element fraud or dishonesty, (iv) the consistent failure of the Participant to follow the lawful instructions of the Board or his direct superiors, which failure amounts to an intentional and extended neglect of his duties to such party, or (v) in the case of a Participant who is a non-employee director, the Participant ceasing to be a member of the Board in connection with the Participant engaging in any of the activities described in clauses (i) through (iv) above.

(g) “*Change in Control*” shall mean the occurrence of any of the following: (A) any “*Person*” (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), excluding the Company, any subsidiary of the Company, or any employee benefit plan sponsored or maintained by the Company (including any trustee of any such plan acting in his capacity as trustee), becoming the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of securities of the Company representing 35% or more of the total combined voting power of the Company’s then outstanding securities; (B) the merger, consolidation or other business combination of the Company (a “*Transaction*”), other than a Transaction immediately following which the stockholders of the Company immediately prior to the Transaction continue to be the beneficial owners of securities of the resulting entity representing more than 65% of the voting power in the resulting entity, in substantially the same proportions as their ownership of Company voting securities immediately prior to the Transaction; (C) the sale of all or substantially all of the Company’s assets, other than a sale immediately following which the stockholders of the Company immediately prior to the sale are the beneficial owners of securities of the purchasing entity representing more than 65% of the voting power in the purchasing entity, in substantially the same proportions as their ownership of Company voting securities immediately prior to the Transaction; or (D) solely with respect to Awards granted on or after the Effective Date, during any consecutive two-year period, individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraph (A), (B), or (C) of this Section or a director whose initial assumption of office is in connection with an actual or threatened election or other proxy contest, including but not limited to a consent solicitation, relating to the election of directors to the Board) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, ceasing for any reason to constitute at least a majority of the Board. Notwithstanding any other provision of the Plan to the contrary, to the extent that Awards under the Plan subject to Section 409A of the Code are payable upon a Change in Control, an event shall not be considered to be a Change in Control under the Plan with respect to such Awards unless such event is also a “change in ownership,” a “change in effective control” or a “change in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A of the Code.

(h) “*Code*” means the Internal Revenue Code of 1986, as amended. Reference in the Plan to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any regulations under such section.

(i) “*Committee*” means a committee of at least two people as the Board may appoint to administer the Plan or, if no such committee has been appointed by the Board, the Board. Unless the Board is acting as the Committee or the Board specifically determines otherwise, each member of the Committee shall, at the time he takes any action with respect to an Award under the Plan, be a Qualified Director. However, the fact that a Committee member shall fail to qualify as a Qualified Director with respect to the requirements of Rule 16b-3 or Section 162(m) of the Code shall not invalidate any Award granted by the Committee which Award is otherwise validly granted under the Plan.

(j) “*Common Stock*” means the common stock of the Company, par value \$0.01 per share, and any stock into which such common stock may be converted or into which it may be exchanged; provided that the Common Stock subject to any Award constitutes “service recipient” stock for purposes of Section 409A of the Code, unless the Award is intended to be structured in a manner that complies with Section 409A of the Code.

- (k) “*Company*” means Broadridge Financial Solutions, Inc. and any successor thereto.
- (l) “*Date of Grant*” means the date on which the granting of an Award is authorized, or such other date as may be specified in such authorization or, if there is no such date, the date indicated on the applicable Award Agreement pursuant to action of the Committee (or its authorized delegatee).
- (m) “*Effective Date*” means August 4, 2008, subject to *Section 3*.
- (n) “*Eligible Consultant*” means any natural person who may be offered securities pursuant to Form S-8.
- (o) “*Eligible Director*” means a director of the Company who is not an employee of the Company or an Affiliate.
- (p) “*Eligible Employee*” means any individual regularly employed by the Company or Affiliate; *provided, however*, that no such employee covered by a collective bargaining agreement shall be an Eligible Employee unless and to the extent that such eligibility is set forth in such collective bargaining agreement or in an agreement or instrument relating thereto.
- (q) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended.
- (r) “*Fair Market Value*”, on a given date, means, unless otherwise required by any applicable provision of the Code or any regulations issued thereunder, (i) if the Stock is listed on a national securities exchange, the closing price reported on the primary exchange with which the Stock is listed and traded on such date, or, if there is no such sale on that date, then the closing price on the last preceding date on which such a sale was reported; or (ii) if the Stock is not listed on a national securities exchange, the amount determined by the Committee to be the fair market value based upon a good faith attempt to value the Stock accurately and computed in accordance with applicable regulations of the Internal Revenue Service, including, without limitation, the regulations promulgated under Section 422 of the Code or Section 409A of the Code, as applicable.
- (s) “*Incentive Stock Option*” means an Option granted by the Committee to a Participant under the Plan which is designated by the Committee as an incentive stock option as described in Section 422 of the Code and otherwise meets the requirements set forth herein.
- (t) “*Negative Discretion*” shall mean the discretion authorized by the Plan to be applied by the Committee to eliminate or reduce the size of a Performance Compensation Award in accordance with *Section 11(d)(iv)* of the Plan; *provided*, that the exercise of such discretion would not cause the Performance Compensation Award to fail to qualify as “performance-based compensation” under Section 162(m) of the Code.
- (u) “*Non-qualified Stock Option*” means an Option granted by the Committee to a Participant under the Plan which is not designated by the Committee as an Incentive Stock Option.
- (v) “*Option*” means an Award granted under *Section 7* of the Plan.
- (w) “*Option Period*” means the period described in *Section 7(c)* of the Plan.
- (x) “*Option Price*” means the exercise price for an Option as described in *Section 7(a)* of the Plan.
- (y) “*Participant*” means an Eligible Employee, Eligible Director or Eligible Consultant who has been selected by the Committee to participate in the Plan and to receive an Award pursuant to *Section 6* of the Plan.
- (z) “*Parent*” means any parent of the Company, as defined in Section 424(e) of the Code.
- (aa) “*Performance Compensation Award*” shall mean any Award designated by the Committee as a Performance Compensation Award pursuant to *Section 11* of the Plan.

(bb) “*Performance Criteria*” shall be measured in terms of one or more of the following objectives, described as they relate to Company-wide objectives or of an Affiliate, a subsidiary, division, department or function of the Company or an Affiliate:

- (i) Earnings per share;
- (ii) Stock price;
- (iii) Stockholder return;
- (iv) Return on investment;
- (v) Return on capital;
- (vi) Earnings before interest, taxes, depreciation and/or amortization;
- (vii) Income before taxes and extraordinary items;
- (viii) Gross or net profits;
- (ix) Gross or net revenues;
- (x) Net earnings or net income (before or after taxes);
- (xi) Operating income;
- (xii) Operating profit or net operating profit (before or after taxes);
- (xiii) Return measures (including, but not limited to, return on assets or net assets, capital, invested capital, equity, or sales);
- (xiv) Cash flow (including, but not limited to, operating cash flow, free cash flow, and cash flow return on capital);
- (xv) Gross or operating margins;
- (xvi) Fair market value of the shares of the Company’s Common Stock;
- (xvii) The growth in the value of an investment in the Company’s Common Stock assuming the reinvestment of dividends;
- (xviii) Productivity ratios;
- (xix) Expense targets;
- (xx) Margins;
- (xxi) Operating efficiency;
- (xxii) Objective measures of customer satisfaction;
- (xxiii) Cost reductions or savings;
- (xxiv) Market share;
- (xxv) Working capital targets;
- (xxvi) Measures of economic value added;
- (xxvii) Sales;
- (xxviii) Enterprise value;
- (xxix) Client retention;
- (xxx) Competitive market metrics;
- (xxxi) Employee retention;
- (xxxii) Timely completion of new product rollouts; or
- (xxxiii) Any combination of the foregoing.

For purposes of item (vii) above, “extraordinary items” shall mean all items of gain, loss or expense for the fiscal year determined to be extraordinary or unusual in nature or infrequent in occurrence or related to a corporate transaction (including, without limitation, a disposition or acquisition) or related to a change in accounting principle, all as determined in accordance with standards established by Accounting Principles Board Opinion No. 30 (or any successor pronouncement thereto).

Only to the extent permitted under Section 162(m) of the Code (including, without limitation, compliance with any requirements for stockholder approval), the Committee may: (i) designate additional business criteria on which the Performance Criteria may be based or (ii) adjust, modify or amend the aforementioned business criteria.

(cc) “*Performance Formula*” shall mean, for a Performance Period, the one or more objective formulas applied against the relevant Performance Goal to determine, with regard to the Performance Compensation Award of a particular Participant, whether all, some portion but less than all, or none of the Performance Compensation Award has been earned for the Performance Period.

(dd) “*Performance Goals*” shall mean, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon the Performance Criteria. The Committee is authorized at any time during the first 90 days of a Performance Period (or, if longer or shorter, within the maximum period allowed under Section 162(m) of the Code), or at any time thereafter (but only to the extent the exercise of such authority after such period would not cause the Performance Compensation Awards granted to any Participant for the Performance Period to fail to qualify as “performance-based compensation” under Section 162(m) of the Code), in its sole and absolute discretion, to adjust or modify the calculation of a Performance Goal for such Performance Period to the extent permitted under Section 162(m) of the Code in order to prevent the dilution or enlargement of the rights of Participants based on the following events:

- (i) asset write-downs;
- (ii) litigation or claim judgments or settlements;
- (iii) the effect of changes in tax laws, accounting principles, or other laws or regulatory rules affecting reported results;
- (iv) any reorganization and restructuring programs;
- (v) extraordinary nonrecurring items as described in Accounting Principles Board Opinion No. 30 (or any successor pronouncement thereto) and/or in management’s discussion and analysis of financial condition and results of operations appearing in the Company’s annual report to stockholders for the applicable year;
- (vi) acquisitions or divestitures;
- (vii) any other specific unusual or nonrecurring events, or objectively determinable category thereof;
- (viii) foreign exchange gains and losses; and
- (ix) a change in the Company’s fiscal year.

(ee) “*Performance Period*” shall mean the one or more periods of time, as the Committee may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant’s right to and the payment of a Performance Compensation Award.

(ff) “*Phantom Stock Award*” shall mean a cash award whose value is determined based on the change in the value of the Company Common Stock from the Date of Grant.

(gg) “*Plan*” means this Broadridge Financial Solutions, Inc. 2007 Omnibus Award Plan (Amended and Restated Effective August 4, 2008).

(hh) “*Qualified Director*” means a person who is (i) a “non-employee director” within the meaning of Rule 16b-3 under the Exchange Act, or a person meeting any similar requirement under any successor rule or regulation and (ii) an “outside director” within the meaning of Section 162(m) of the Code, and the Treasury Regulations promulgated thereunder, and (iii) an “independent director” under the rules of any stock exchange on which the Stock is listed; *provided, however*, that (A) clause (i) shall apply only with respect to grants of Awards to which Section 16(b) of the Exchange Act otherwise would be applicable and (B) clause (ii) shall apply only with respect to grants of Awards with respect to which the Company’s tax deduction could be limited by Section 162(m) of the Code if such clause did not apply.

(ii) “*Restricted Period*” means, with respect to any Award of Restricted Stock or any Restricted Stock Unit, the period of time determined by the Committee during which such Award is subject to the restrictions set forth in *Section 9* or, as applicable, the period of time within which performance is measured for purposes of determining whether an Award has been earned.

(jj) “*Restricted Stock*” means shares of Stock issued or transferred to a Participant subject to forfeiture and the other restrictions set forth in *Section 9* of the Plan.

(kk) “*Restricted Stock Unit*” means a hypothetical investment equivalent to one share of Stock granted in connection with an Award made under *Section 9*.

(ll) “*Securities Act*” means the Securities Act of 1933, as amended.

(mm) “*Stock*” means the Common Stock or such other authorized shares of stock of the Company as the Committee may from time to time authorize for use under the Plan.

(nn) “*Stock Appreciation Right*” or “*SAR*” means an Award granted under *Section 8* of the Plan.

(oo) “*Stock Bonus*” means an Award granted under *Section 10* of the Plan.

(pp) “*Stock Option Agreement*” means any agreement between the Company and a Participant who has been granted an Option pursuant to *Section 7* which defines the rights and obligations of the parties thereto.

(qq) “*Strike Price*” means, (i) in the case of a SAR granted in tandem with an Option, the Option Price of the related Option, or (ii) in the case of a SAR granted independent of an Option, the Fair Market Value on the Date of Grant.

(rr) “*Subsidiary*” means any subsidiary of the Company, as defined in Section 424(f) of the Code.

(ss) “*Substitution Award*” means an Award that is intended to replace any existing incentive award held by an Eligible Employee or Eligible Director of, or Eligible Consultant to, an entity acquired by the Company or an Affiliate. The terms and conditions of any Substitution Award shall be set forth in an Award Agreement and shall, except as may be inconsistent with any provision of the Plan, to the extent practicable provide the recipient with benefits (including economic value) substantially similar to those provided to the recipient under the existing Award which such Substitution Award is intended to replace.

(tt) “*Termination*” means a Termination of Employment, Termination of Directorship or Termination of Consultancy, as applicable. Notwithstanding anything herein to the contrary, for Awards that are intended to be subject to Section 409A of the Code and payable on a Participant’s Termination, any payment shall be made solely if such termination constitutes a “separation from service” under Section 409A of the Code and guidance issued thereunder.

(uu) “*Termination of Consultancy*” means: (a) that a Consultant is no longer acting as a consultant to the Company or an Affiliate; or (b) when an entity which is retaining a Participant as a Consultant ceases to be an Affiliate unless the Participant otherwise is, or thereupon becomes, a Consultant to the Company or another Affiliate at the time the entity ceases to be an Affiliate. With respect to Awards granted on or after the Effective Date and solely to the extent provided in an Award Agreement for an Award granted prior to the Effective Date, in the event that a Consultant becomes an Eligible Employee or an Eligible Director upon the termination of his or her consultancy, unless otherwise determined by the Committee, in its sole

discretion, no Termination of Consultancy shall be deemed to occur until such time as such Consultant is no longer a Consultant, an Eligible Employee or an Eligible Director. Notwithstanding the foregoing, the Committee may, in its sole discretion, otherwise define Termination of Consultancy in the Award agreement or, if no rights of a Participant are reduced, may otherwise define Termination of Consultancy thereafter.

(vv) “*Termination of Directorship*” means that an Eligible Director has ceased to be a director of the Company; except that, with respect to Awards granted on or after the Effective Date and solely to the extent provided in an Award Agreement for an Award granted prior to the Effective Date, if an Eligible Director becomes an Eligible Employee or a Consultant upon the termination of his or her directorship, his or her ceasing to be a director of the Company shall not be treated as a Termination of Directorship unless and until the Participant has a Termination of Employment or a Termination of Consultancy, as the case may be.

(ww) “*Termination of Employment*” means: (a) a termination of employment (for reasons other than a military or personal leave of absence granted by the Company) of a Participant from the Company and its Affiliates; or (b) when an entity which is employing a Participant ceases to be an Affiliate, unless the Participant otherwise is, or thereupon becomes, employed by the Company or another Affiliate at the time the entity ceases to be an Affiliate. With respect to Awards granted on or after the Effective Date and solely to the extent provided in an Award Agreement for an Award granted prior to the Effective Date, in the event that an Eligible Employee becomes an Eligible Consultant or an Eligible Director upon the termination of his or her employment, unless otherwise determined by the Committee, in its sole discretion, no Termination of Employment shall be deemed to occur until such time as such Eligible Employee is no longer an Eligible Employee, or an Eligible Consultant or an Eligible Director. Notwithstanding the foregoing, the Committee may, in its sole discretion, otherwise define Termination of Employment in the Award agreement or, if no rights of a Participant are reduced, may otherwise define Termination of Employment thereafter.

(xx) “*Vested Unit*” shall have the meaning ascribed thereto in *Section 9(d)*.

3. Effective Date, Duration and Stockholder Approval

The Plan is effective as of the date specified by Board in its resolution adopting the Plan, subject to the approval of the Plan by stockholders of the Company in accordance with the requirements of the laws of the State of Delaware and the requirements of the New York Stock Exchange.

No Option shall be treated as an Incentive Stock Option unless the Plan has been approved by the stockholders of the Company in a manner intended to comply with the stockholder approval requirements of Section 422(b)(i) of the Code.

4. Administration

(a) The Committee shall administer and interpret the Plan. The majority of the members of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present or acts approved in writing by a majority of the Committee shall be deemed the acts of the Committee.

(b) Subject to the provisions of the Plan and applicable law, the Committee shall have the power, and in addition to other express powers and authorizations conferred on the Committee by the Plan, to:

(i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of shares of Stock to be covered by, or with respect to which payments, rights, or other matters are to be calculated in connection with, Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, shares of Stock, other securities, other Awards or other property, or canceled, forfeited, or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited, or suspended; (vi) determine whether, to what extent, and under what circumstances the delivery of cash,

Stock, other securities, other Options, other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the holder thereof or of the Committee, provided that it shall be designed in a manner intended to comply with Section 409A of the Code; (vii) interpret, administer, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; (viii) establish, amend, suspend, or waive any rules and regulations under the Plan; (ix) appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) Notwithstanding the foregoing, the Committee may delegate to any officer or officers of the Company or any Affiliate the authority to act on behalf of the Committee with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Committee herein, and which may be so delegated as a matter of law, except for grants of Awards to (i) “covered employees” under Code Section 162(m) (other than Awards exempt from the application of Code Section 162(m)) and (ii) persons subject to Section 16 of the Exchange Act.

(d) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award or any documents evidencing Awards granted pursuant to the Plan shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all parties, including, without limitation, the Company, any Affiliate, any Participant, any holder or beneficiary of any Award, and any stockholder.

(e) Subject to *Section 16* hereof, the Committee shall, in its sole discretion, have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan and perform all acts, as it shall, from time to time, deem advisable. The Committee may, in its sole discretion, adopt special guidelines and provisions for persons who are residing in or employed in, or subject to, the taxes of, any domestic or foreign jurisdictions to comply with applicable tax and securities laws of such domestic or foreign jurisdictions. The Plan is intended to comply with the applicable requirements of Rule 16b-3 under the Exchange Act, with respect to Options, SARs and Performance Compensation Awards, the applicable provisions of Section 162(m) of the Code, and with respect to Awards containing deferral provisions, Section 409A of the Code and the Plan shall be limited, construed and interpreted in a manner so as to comply therewith.

(f) No member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Award hereunder.

5. Grant of Awards; Shares Subject to the Plan

The Committee may, from time to time, grant Awards of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Phantom Stock Awards, Stock Bonuses and/or Performance Compensation Awards to one or more Eligible Employees, Eligible Directors or Eligible Consultants; *provided, however*, that:

(a) Subject to *Section 13*, the aggregate number of shares of Stock in respect of which Awards may be granted under the Plan is 26,700,000 shares; provided, however, that only 5,442,000 shares of the 26,700,000 shares of Stock available hereunder may be issued or used for Awards that are not Appreciation Awards. If a SAR is granted in tandem with an Option, the shares of Stock covered by such tandem award shall only apply once against the maximum number of shares of Stock which may be issued under the Plan;

(b) Shares of Stock shall be deemed to have been used in settlement of Awards whether or not they are actually delivered or the Fair Market Value equivalent of such shares is paid in cash. In accordance with (and without limitation upon) the preceding sentence, if and to the extent Awards awarded under the Plan expire, terminate or are canceled for any reason whatsoever without the Participant having received any benefit therefrom, the shares of Stock covered by such Awards shall again become available for future Awards under the Plan and shall be added back to the aggregate maximum limit, as provided in *Section 5(a)*, and shares of Stock covered by Awards that are not Appreciation Awards shall again become

available for purposes of the maximum sub-limit, as provided in *Section 5(a)*. For purposes of the foregoing sentence, a Participant shall not be deemed to have received any “benefit” (i) in the case of forfeited Restricted Stock Awards by reason of having enjoyed voting rights and dividend rights prior to the date of forfeiture or (ii) in the case of an Award canceled pursuant to *Section 5(h)* by reason of a new Substitution Award being granted in substitution thereof;

(c) Stock delivered by the Company in settlement of Awards may be authorized and unissued Stock, Stock held in the treasury of the Company, Stock purchased on the open market or by private purchase, or a combination of the foregoing;

(d) Subject to *Section 13*, no Participant may be granted Options or SARs or Restricted Stock, Restricted Stock Units or Stock Bonus Awards which are Performance Compensation Awards under the Plan during any calendar year with respect to more than 850,000 shares of Stock, which limit shall apply individually to each such Award, provided that the maximum aggregate number of shares of Stock for all types of such Awards does not exceed 850,000 shares of Stock to any Participant during any calendar year. If a SAR is granted in tandem with an Option, it shall apply against the Participant’s individual share limitations for both SARs and Options;

(e) The maximum amount that can be paid in any calendar year to any Participant pursuant to a cash bonus Award described in the last sentence of *Section 11(a)* shall be \$3,000,000. Furthermore, any Performance Compensation Award that has been deferred shall not (between the date as of which the Award is deferred and the payment date) increase (A) with respect to a Performance Compensation Award that is payable in cash, by a measuring factor for each fiscal year based on either a reasonable rate of interest or one or more predetermined actual investments, as set by the Committee in a manner consistent with Section 162(m) of the Code or (B) with respect to a Performance Compensation Award that is payable in shares of Stock, by an amount greater than the appreciation of a share of Stock from the date such Award is deferred to the payment date; and

(f) There are no annual individual Participant share limitations on Restricted Stock, Restricted Stock Units or Stock Bonus Awards that are not intended to comply with the requirements of Section 162(m) of the Code.

(g) The individual Participant limitations set forth in this *Section 5* shall be cumulative; that is, to the extent that the maximum shares of Stock available for Awards to a particular Participant is not used during a calendar year, the Stock available for Awards to such Participant shall automatically increase in the subsequent calendar years during the term of the Plan until used.

(h) Except as provided in *Section 14* and without limiting the generality of the preceding provisions of this *Section 5*, the Committee may, but solely with the Participant’s consent, agree to cancel any Award under the Plan and issue a new Award in substitution therefor upon such terms as the Committee may in its sole discretion determine, provided that the substituted Award satisfies all applicable Plan requirements as of the date such new Award is granted and Section 409A of the Code. Notwithstanding the foregoing, an outstanding Award may not be modified to reduce the Option Price or Strike Price, as applicable, thereof, nor may an Award be cancelled, exchanged or surrendered in exchange for cash, other Awards, or stock options or SARs with an Option Price or Strike Price that is less than the Option Price or Strike Price of the original Award, as applicable (other than adjustments or substitutions in accordance with *Section 13*), unless such action is approved by the stockholders of the Company.

6. Eligibility

Participation shall be limited to Eligible Employees, Eligible Directors and Eligible Consultants who have entered into an Award Agreement or who have received written notification from the Committee, or from a person designated by the Committee, that they have been selected to participate in the Plan. Actual participation in the Plan and receipt of an Award under the Plan shall be determined by the Committee in its sole discretion.

7. Options

The Committee is authorized to grant one or more Stock Options to any Eligible Employee, Eligible Director or Eligible Consultant; *provided, however*, that no Incentive Stock Option shall be granted to any Participant who is not an Eligible Employee of the Company or a Parent or Subsidiary. Each Option so granted shall be subject to the conditions set forth in this *Section 7*, or to such other conditions as may be reflected in the applicable Stock Option Agreement. To the extent that any Stock Option does not qualify as an Incentive Stock Option (whether because of its provisions or the time or manner of its exercise or otherwise), such Stock Option or the portion thereof which does not qualify shall constitute a separate Non-Qualified Stock Option.

(a) **Option Price.** Subject to *Section 7(e)*, the exercise price (“*Option Price*”) per share of Stock for each Option shall be set by the Committee at the time of grant but shall not be less than the Fair Market Value of a share of Stock on the Date of Grant.

(b) **Manner of Exercise and Form of Payment.** No shares of Stock shall be delivered pursuant to any exercise of an Option until payment in full of the Option Price therefor is received by the Company. Options which have become exercisable may be exercised by delivery of written notice of exercise to the Committee accompanied by payment of the Option Price. The Option Price shall be payable (i) in cash, check, cash equivalent and/or shares of Stock valued at the Fair Market Value at the time the Option is exercised (including by means of attestation of ownership of a sufficient number of shares of Stock in lieu of actual delivery of such shares to the Company); (ii) in the discretion of the Committee, either (A) in other property having a fair market value on the date of exercise equal to the Option Price, (B) by means of a “net exercise” whereby the number of shares of Stock received by Participant shall equal the excess, if any, of (x) the number of shares of Stock that would have been received by Participant upon such exercise had Participant paid the Option Price in cash over (y) a number of shares of Stock, the aggregate Fair Market Value of which is equal to the aggregate Option Price that would have been paid as determined pursuant to the immediately preceding clause (x), or (C) by delivering to the Committee a copy of irrevocable instructions to a stockbroker, reasonably acceptable to the Committee or specifically designated by the Committee, to deliver promptly to the Company an amount of loan proceeds, or proceeds from the sale of the Stock subject to the Option, sufficient to pay the Option Price (which may also include sufficient funds to cover applicable federal, state, local or foreign withholding taxes); or (iii) by such other method as the Committee may allow. Notwithstanding the foregoing, in no event shall a Participant be permitted to exercise an Option in a manner which the Committee determines would violate the Sarbanes-Oxley Act of 2002, any other applicable law or the applicable rules and regulations of the Securities and Exchange Commission or the applicable rules and regulations of any securities exchange or inter dealer quotation system on which the securities of the Company or any Affiliates are listed or traded.

(c) **Vesting, Option Period and Expiration.** Options shall vest and become exercisable in such manner and on such date or dates determined by the Committee and shall expire after such period, not to exceed ten years, as may be determined by the Committee (the “*Option Period*”); *provided, however*, that notwithstanding any vesting dates set by the Committee, the Committee may, in its sole discretion, accelerate the exercisability of any Option, which acceleration shall not affect the terms and conditions of such Option other than with respect to exercisability. If an Option is exercisable in installments, such installments or portions thereof which become exercisable shall remain exercisable until the Option expires.

(d) **Stock Option Agreement—Other Terms and Conditions.** Each Option granted under the Plan shall be evidenced by a Stock Option Agreement. Except as specifically provided otherwise in such Stock Option Agreement, each Option granted under the Plan shall be subject to the following terms and conditions:

(i) Each Option or portion thereof that is exercisable shall be exercisable for the full amount or for any part thereof.

(ii) Each share of Stock purchased through the exercise of an Option shall be paid for in full at the time of the exercise. Each Option shall cease to be exercisable, as to any share of Stock, when the Participant purchases the share or exercises a related SAR or when the Option expires.

(iii) Subject to *Section 12(m)*, Options shall not be transferable by the Participant except by will or the laws of descent and distribution and shall be exercisable during the Participant's lifetime only by him.

(iv) Each Option shall vest and become exercisable by the Participant in accordance with the vesting schedule established by the Committee and set forth in the Stock Option Agreement.

(v) At the time of any exercise of an Option, the Committee may, in its sole discretion, require a Participant to deliver to the Committee a written representation that the shares of Stock to be acquired upon such exercise are to be acquired for investment and not for resale or with a view to the distribution thereof and any other representation deemed necessary by the Committee to ensure compliance with all applicable federal and state securities laws. Upon such a request by the Committee, delivery of such representation prior to the delivery of any shares issued upon exercise of an Option shall be a condition precedent to the right of the Participant or such other person to purchase any shares. In the event certificates for Stock are delivered under the Plan with respect to which such investment representation has been obtained, the Committee may cause a legend or legends to be placed on such certificates to make appropriate reference to such representation and to restrict transfer in the absence of compliance with applicable federal or state securities laws.

(vi) Each Participant awarded an Incentive Stock Option under the Plan shall notify the Company in writing immediately after the date he or she makes a disqualifying disposition of any Stock acquired pursuant to the exercise of such Incentive Stock Option. A disqualifying disposition is any disposition (including any sale) of such Stock before the later of (A) two years after the Date of Grant of the Incentive Stock Option or (B) one year after the date the Participant acquired the Stock by exercising the Incentive Stock Option. The Company may, if determined by the Committee and in accordance with procedures established by it, retain possession of any Stock acquired pursuant to the exercise of an Incentive Stock Option as agent for the applicable Participant until the end of the period described in the preceding sentence, subject to complying with any instructions from such Participant as to the sale of such Stock.

(vii) A Stock Option Agreement may, but need not, include a provision whereby a Participant may elect, at any time before the Participant's Termination with the Company, to exercise the Option as to any part or all of the shares of Stock subject to the Option prior to the full vesting of the Option. Any unvested shares of Stock so purchased may be subject to a share repurchase option in favor of the Company or to any other restriction the Committee determines to be appropriate. The Company shall not exercise its repurchase option until at least six (6) months (or such longer or shorter period of time required to avoid a charge to earnings for financial accounting purposes) have elapsed following the exercise of the Option unless the Committee otherwise specifically provides in an Stock Option Agreement.

(e) **Incentive Stock Option Grants to 10% Stockholders.** Notwithstanding anything to the contrary in this *Section 7*, if an Incentive Stock Option is granted to a Participant who owns stock representing more than ten percent of the voting power of all classes of stock of the Company or of a Subsidiary or Parent, the Option Period shall not exceed five years from the Date of Grant of such Option and the Option Price shall be at least 110 percent of the Fair Market Value (on the Date of Grant) of the Stock subject to the Option.

(f) **\$100,000 Per Year Limitation for Incentive Stock Options.** To the extent the aggregate Fair Market Value (determined as of the Date of Grant) of Stock for which Incentive Stock Options are exercisable for the first time by any Participant during any calendar year (under all plans of the Company) exceeds \$100,000, such excess Incentive Stock Options shall be treated as Non-qualified Stock Options.

(g) **Voluntary Surrender.** The Committee may permit the voluntary surrender of all or any portion of any Non-qualified Stock Option and its corresponding SAR, if any, granted under the Plan to be conditioned upon the granting to the Participant of a new option for the same or a different number of shares as the option surrendered or require such voluntary surrender as a condition precedent to a grant of a new Option

to such Participant. Such new Option shall be exercisable at an Option Price, during an Option Period, and in accordance with any other terms or conditions specified by the Committee at the time the new Option is granted, all determined in accordance with the provisions of the Plan without regard to the Option Price, Option Period, or any other terms and conditions of the Non-qualified Stock Option surrendered. Notwithstanding the foregoing, the terms of outstanding Awards may not be amended to reduce the Option Price or Strike Price of outstanding Options or SARs or cancel, exchange or surrender outstanding Options or SARs in exchange for cash, other awards or Options or SARs with a Strike Price that is less than the Strike Price of the original Options or SARs (other than adjustments or substitutions in accordance with *Section 13*), unless such action is approved by the stockholders of the Company.

8. Stock Appreciation Rights

Any Option granted under the Plan may include SARs, either at the Date of Grant or, except in the case of an Incentive Stock Option, by subsequent amendment. The Committee also may award SARs to Eligible Employees, Eligible Directors or Eligible Consultants independent of any Option. A SAR shall be subject to such terms and conditions not inconsistent with the Plan as the Committee shall impose, including, but not limited to, the following:

(a) **Vesting, Transferability and Expiration.** A SAR granted in connection with an Option shall become exercisable, be transferable and shall expire according to the same vesting schedule, transferability rules and expiration provisions as the corresponding Option. A SAR granted independent of an Option shall become exercisable, be transferable and shall expire in accordance with a vesting schedule, transferability rules and expiration provisions as established by the Committee and reflected in an Award Agreement.

(b) **Automatic Exercise.** The Strike Price per share covered by a SAR shall be not less than the per share Option Price of the related Option in the case of a SAR granted in connection with an Option. The Strike Price per share covered by a SAR granted independent of an Option shall be not less than the per share Fair Market Value of the Common Stock on the Date of Grant. If on the last day of the Option Period (or in the case of a SAR independent of an option, the period established by the Committee after which the SAR shall expire), the Fair Market Value exceeds the Strike Price, the Participant has not exercised the SAR or the corresponding Option, and neither the SAR nor the corresponding Option has expired, such SAR shall be deemed to have been exercised by the Participant on such last day and the Company shall make the appropriate payment therefor.

(c) **Payment.** Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one share of Stock on the exercise date over the Strike Price. The Company shall pay such excess in cash, in shares of Stock valued at Fair Market Value, or any combination thereof, as determined by the Committee. Fractional shares shall be settled in cash.

(d) **Method of Exercise.** A Participant may exercise a SAR at such time or times as may be determined by the Committee at the time of grant by filing an irrevocable written notice with the Committee or its designee, specifying the number of SARs to be exercised, and the date on which such SARs were awarded.

(e) **Expiration.** Except as otherwise provided in the case of SARs granted in connection with Options, a SAR shall expire on a date designated by the Committee which is not later than ten years after the Date of Grant of the SAR.

9. Restricted Stock and Restricted Stock Units

(a) Award of Restricted Stock and Restricted Stock Units.

(i) The Committee shall have the authority (A) to grant Restricted Stock and Restricted Stock Units to Eligible Employees, Eligible Directors and Eligible Consultants, (B) to issue or transfer Restricted Stock to Participants, and (C) to establish terms, conditions and restrictions applicable to

such Restricted Stock and Restricted Stock Units, including the Restricted Period, as applicable, which may differ with respect to each grantee, the time or times at which Restricted Stock or Restricted Stock Units shall be granted or become vested and the number of shares or units to be covered by each grant.

(ii) Each Participant granted Restricted Stock shall execute and deliver to the Company an Award Agreement with respect to the Restricted Stock setting forth the restrictions and other terms and conditions applicable to such Restricted Stock. If the Committee determines that the Restricted Stock shall be held by the Company or in escrow rather than delivered to the Participant pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (A) an escrow agreement satisfactory to the Committee, if applicable, and (B) the appropriate blank stock power with respect to the Restricted Stock covered by such agreement. If a Participant shall fail to execute an Award Agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and stock power, the Award shall be null and void. Subject to the restrictions set forth in *Section 9(b)*, the Participant generally shall have the rights and privileges of a stockholder as to such Restricted Stock, including the right to vote such Restricted Stock. At the discretion of the Committee, cash dividends and stock dividends with respect to the Restricted Stock may be either currently paid to the Participant or withheld by the Company for the Participant's account as provided in the Award Agreement, and interest may be credited on the amount of cash dividends withheld at a rate and subject to such terms as determined by the Committee. The cash dividends or stock dividends so withheld by the Committee and attributable to any particular share of Restricted Stock (and earnings thereon, if applicable) shall be distributed to the Participant in cash or, at the discretion of the Committee, in shares of Stock having a Fair Market Value equal to the amount of such dividends and earnings, if applicable, upon the release of restrictions on such share and, if such share is forfeited, the Participant shall have no right to such cash dividends, stock dividends or earnings.

(iii) Upon the grant of Restricted Stock, the Committee shall, in its sole discretion, either cause a stock certificate registered in the name of the Participant to be issued and, if it so determines, deposited together with the stock powers with an escrow agent designated by the Committee or require the shares of Restricted Stock be held in uncertificated book entry form. If an escrow arrangement is used, the Committee may cause the escrow agent to issue to the Participant a receipt evidencing any stock certificate held by it, registered in the name of the Participant.

(iv) The terms and conditions of a grant of Restricted Stock Units shall be reflected in a written Award Agreement. No shares of Stock shall be issued at the time a Restricted Stock Unit is granted, and the Company will not be required to set aside a fund for the payment of any such Award. At the discretion of the Committee, each Restricted Stock Unit (representing one share of Stock) may be credited with cash and stock dividends paid by the Company in respect of one share of Stock ("*Dividend Equivalents*") in a manner intended to comply with Section 409A of the Code. At the discretion of the Committee, Dividend Equivalents may be either currently paid to the Participant or withheld by the Company for the Participant's account in a manner intended to comply with Section 409A of the Code, and interest may be credited on the amount of cash Dividend Equivalents withheld at a rate and subject to such terms as determined by the Committee. Dividend Equivalents credited to a Participant's account and attributable to any particular Restricted Stock Unit (and earnings thereon, if applicable) shall be distributed in cash or, at the discretion of the Committee, in shares of Stock having a Fair Market Value equal to the amount of such Dividend Equivalents and earnings, if applicable, to the Participant upon settlement of such Restricted Stock Unit and, if such Restricted Stock Unit is forfeited, the Participant shall have no right to such Dividends Equivalents.

(b) Restrictions.

(i) Restricted Stock awarded to a Participant shall be subject to the following restrictions until the expiration of the Restricted Period, and to such other terms and conditions as may be set forth in the

applicable Award Agreement: (A) if an escrow arrangement or uncertificated book entry is used, the Participant shall not be entitled to delivery of the stock certificate; (B) the shares shall be subject to the restrictions on transferability set forth in the Award Agreement; (C) the shares shall be subject to forfeiture to the extent provided in this *Section 9(b)* and the applicable Award Agreement; and (D) to the extent such shares are forfeited, the stock certificates shall be returned to the Company, and all rights of the Participant to such shares and as a stockholder with respect to such shares shall terminate without further obligation on the part of the Company.

(ii) Restricted Stock Units awarded to any Participant shall be subject to (A) forfeiture until the expiration of the Restricted Period, and satisfaction of any applicable Performance Goals during such period, to the extent provided in the applicable Award Agreement, and to the extent such Restricted Stock Units are forfeited, all rights of the Participant to such Restricted Stock Units shall terminate without further obligation on the part of the Company and (B) such other terms and conditions as may be set forth in the applicable Award Agreement.

(iii) The Committee shall have the authority to remove any or all of the restrictions on the Restricted Stock and Restricted Stock Units whenever it may determine that, by reason of changes in applicable laws or other changes in circumstances arising after the date of the Restricted Stock or Restricted Stock Units are granted, such action is appropriate.

(iv) The Committee may determine that an Award of Restricted Stock or Restricted Stock Units shall be a Performance Compensation Award conditioned upon the attainment of Performance Goals and subject to the provisions of *Section 11* hereof.

(c) **Restricted Period.** With respect to Restricted Stock and Restricted Stock Units, the Restricted Period shall commence on the Date of Grant or such other date specified by the Committee and end at the time or times set forth on a schedule established by the Committee in the applicable Award Agreement.

(d) **Delivery of Restricted Stock and Settlement of Restricted Stock Units.** Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock, the restrictions set forth in *Section 9(b)* and the applicable Award Agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration, the Company shall deliver to the Participant, or his beneficiary, without charge, the stock certificate evidencing the shares of Restricted Stock which have not then been forfeited and with respect to which the Restricted Period has expired (to the nearest full share) and any cash dividends or stock dividends credited to the Participant's account with respect to such Restricted Stock and the interest thereon, if any.

Upon the expiration of the Restricted Period with respect to any outstanding Restricted Stock Units, the Company shall deliver to the Participant, or his beneficiary, without charge, one share of Stock for each such outstanding Restricted Stock Unit ("*Vested Unit*") and cash equal to any Dividend Equivalents credited with respect to each such Vested Unit in accordance with *Section 9(a)(iv)* hereof and the interest thereon or, at the discretion of the Committee, in shares of Stock having a Fair Market Value equal to such Dividend Equivalents and interest thereon, if any; provided, however, that, if explicitly provided in the applicable Award Agreement, the Committee may, in its sole discretion, elect to (i) pay cash or part cash and part Stock in lieu of delivering only shares of Stock for Vested Units or (ii) delay the delivery of Stock (or cash or part Stock and part cash, as the case may be) beyond the expiration of the Restricted Period which shall be in a manner intended to comply with Section 409A of the Code. If a cash payment is made in lieu of delivering shares of Stock, the amount of such payment shall be equal to the Fair Market Value of the Stock as of the date on which the Restricted Period lapsed with respect to such Vested Unit.

(e) **Stock Restrictions.** Each certificate representing Restricted Stock awarded under the Plan shall bear a legend substantially in the form of the following until the lapse of all restrictions with respect to such Stock as well as any other information the Company deems appropriate:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN THE BROADRIDGE FINANCIAL SOLUTIONS, INC. 2007 OMNIBUS AWARD PLAN (AMENDED AND RESTATED EFFECTIVE AUGUST 4, 2008) AND A CERTAIN RESTRICTED STOCK AWARD AGREEMENT BETWEEN BROADRIDGE FINANCIAL SOLUTIONS, INC. AND THE REGISTERED OWNER OF THIS CERTIFICATE (OR HIS PREDECESSOR IN INTEREST). SAID PLAN IS AVAILABLE FOR INSPECTION WITHOUT CHARGE AT THE PRINCIPAL OFFICE OF BROADRIDGE FINANCIAL SOLUTIONS, INC. AND COPIES THEREOF WILL BE FURNISHED WITHOUT CHARGE TO ANY OWNER OF SAID SHARES UPON REQUEST.

Stop transfer orders shall be entered with the Company's transfer agent and registrar against the transfer of legended securities.

10. Stock Bonus Awards

The Committee may issue unrestricted Stock, or other Awards denominated in Stock, under the Plan to Eligible Employees, Eligible Directors and Eligible Consultants, alone or in tandem with other Awards, in such amounts and subject to such terms and conditions as the Committee shall from time to time in its sole discretion determine. A Stock Bonus Award under the Plan shall be granted as, or in payment of, a bonus, or to provide incentives or recognize special achievements or contributions.

Subject to the provisions of this Plan, the Committee shall, in its sole discretion, have authority to determine the Eligible Employees to whom, and the time or times at which, such Awards shall be made, the number of shares of Common Stock to be awarded pursuant to such Awards, and all other conditions of the Awards. The Committee may also provide for the grant or vesting of Common Stock under such Awards upon the completion of a specified Performance Period.

The Committee may determine that a Stock Bonus Award shall be a Performance Compensation Award conditioned upon the attainment of Performance Goals and subject to the provisions of *Section 11* hereof.

11. Performance Compensation Awards

(a) **General.** The Committee shall have the authority, at the time of grant of any Award described in *Sections 7 through 10* (other than Options and Stock Appreciation Rights granted with an exercise price or grant price, as the case may be, equal to or greater than the Fair Market Value per share of Stock on the date of grant), to designate such Award as a Performance Compensation Award in order to qualify such Award as "performance-based compensation" under Section 162(m) of the Code. In addition, the Committee shall have the authority to make an award of a cash bonus to any Participant and designate such Award as a Performance Compensation Award in order to qualify such Award as "performance-based compensation" under Section 162(m).

(b) **Eligibility.** The Committee will, in its sole discretion, designate within the first 90 days of a Performance Period (or, if longer or shorter, within the maximum period allowed under Section 162(m) of the Code) which Participants will be eligible to receive Performance Compensation Awards in respect of such Performance Period. However, designation of a Participant eligible to receive an Award hereunder for a Performance Period shall not in any manner entitle the Participant to receive payment in respect of any Performance Compensation Award for such Performance Period. The determination as to whether or not such Participant becomes entitled to payment in respect of any Performance Compensation Award shall be decided solely in accordance with the provisions of this *Section 11*. Moreover, designation of a Participant eligible to receive an Award hereunder for a particular Performance Period shall not require designation of

such Participant eligible to receive an Award hereunder in any subsequent Performance Period and designation of one person as a Participant eligible to receive an Award hereunder shall not require designation of any other person as a Participant eligible to receive an Award hereunder in such period or in any other period.

(c) **Discretion of Committee with Respect to Performance Compensation Awards.** With regard to a particular Performance Period, the Committee shall have full discretion to select the length of such Performance Period, the type(s) of Performance Compensation Awards to be issued, the Performance Criteria that will be used to establish the Performance Goal(s), the kind(s) and/or level(s) of the Performance Goals(s) that is (are) to apply to the Company and the Performance Formula. Within the first 90 days of a Performance Period (or, if longer or shorter, within the maximum period allowed under Section 162(m) of the Code), the Committee shall, with regard to the Performance Compensation Awards to be issued for such Performance Period, exercise its discretion with respect to each of the matters enumerated in the immediately preceding sentence of this *Section 11(c)* and record the same in writing.

(d) **Payment of Performance Compensation Awards**

(i) *Condition to Receipt of Payment.* Unless otherwise provided in the applicable Award Agreement, a Participant must be employed by the Company on the last day of a Performance Period to be eligible for payment in respect of a Performance Compensation Award for such Performance Period. Notwithstanding the foregoing, if an Award Agreement provides that a Participant will receive a Performance Compensation Award if the Participant incurs a Termination prior to the last day of the Performance Period, such Performance Compensation Award will be based on the actual achievement of the Performance Goals through the date of the Participant's Termination.

(ii) *Limitation.* A Participant shall be eligible to receive payment in respect of a Performance Compensation Award only to the extent that: (A) the Performance Goals for such period are achieved; and (B) the Performance Formula as applied against such Performance Goals determines that all or some portion of such Participant's Performance Award has been earned for the Performance Period.

(iii) *Certification.* Following the completion of a Performance Period, the Committee shall review and certify in writing whether, and to what extent, the Performance Goals for the Performance Period have been achieved and, if so, calculate and certify in writing that amount of the Performance Compensation Awards earned for the period based upon the Performance Formula. The Committee shall then determine the actual size of each Participant's Performance Compensation Award for the Performance Period and, in so doing, may apply Negative Discretion in accordance with *Section 11(d)(iv)* hereof, if and when it deems appropriate.

(iv) *Use of Discretion.* In determining the actual size of an individual Performance Award for a Performance Period, the Committee may reduce or eliminate the amount of the Performance Compensation Award earned under the Performance Formula in the Performance Period through the use of Negative Discretion if, in its sole judgment, such reduction or elimination is appropriate. The Committee shall not have the discretion to (a) grant or provide payment in respect of Performance Compensation Awards for a Performance Period if the Performance Goals for such Performance Period have not been attained; or (b) increase a Performance Compensation Award above the maximum amount payable under *Sections 5(d) or 5(e)* of the Plan.

(v) *Timing of Award Payments.* Performance Compensation Awards granted for a Performance Period shall be paid to Participants as soon as administratively practicable following completion of the certifications required by this *Section 11*.

12. General

(a) **Additional Provisions of an Award.** Awards to a Participant under the Plan also may be subject to such other provisions (whether or not applicable to Awards granted to any other Participant) as the Committee determines appropriate, including, without limitation, provisions to assist the Participant in

financing the purchase of Stock upon the exercise of Options (provided, that the Committee determines that providing such financing does not violate the Sarbanes-Oxley Act of 2002), adding dividend equivalent rights or other protections to Participants in respect of dividends paid on Stock underlying any Award (in addition to those provisions of *Section 9* providing for the payment of dividends with respect to Restricted Stock and Dividend Equivalents with respect to Restricted Stock Units), provisions for the forfeiture of or restrictions on resale or other disposition of shares of Stock acquired under any Award, provisions giving the Company the right to repurchase shares of Stock acquired under any Award in the event the Participant elects to dispose of such shares, provisions allowing the Participant to elect to defer the receipt of payment in respect of Awards for a specified period or until a specified event, and provisions to comply with Federal and state securities laws and Federal and state tax withholding requirements; *provided, however*, that any such provision be designed in a manner intended to comply with Section 409A of the Code. Any such provisions shall be reflected in the applicable Award Agreement.

(b) **Privileges of Stock Ownership.** Except as otherwise specifically provided in the Plan, no person shall be entitled to the privileges of ownership in respect of shares of Stock which are subject to Awards hereunder until such shares have been issued to that person.

(c) **Government and Other Regulations.** The obligation of the Company to settle Awards in Stock shall be subject to all applicable laws, rules, and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell, and shall be prohibited from offering to sell or selling, any shares of Stock pursuant to an Award unless such shares have been properly registered for sale pursuant to the Securities Act with the Securities and Exchange Commission or unless the Company has received an opinion of counsel, satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the shares of Stock to be offered or sold under the Plan. If the shares of Stock offered for sale or sold under the Plan are offered or sold pursuant to an exemption from registration under the Securities Act, the Company may restrict the transfer of such shares and may legend the Stock certificates representing such shares in such manner as it deems advisable to ensure the availability of any such exemption.

(d) **Tax Withholding.**

(i) A Participant may be required to pay to the Company or any Affiliate, and the Company or any Affiliate shall have the right and is hereby authorized to withhold from any shares of Stock or other property deliverable under any Award or from any compensation or other amounts owing to a Participant, the amount (in cash, Stock or other property) of any required income tax withholding and payroll taxes in respect of an Award, its exercise, or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such withholding and taxes.

(ii) Without limiting the generality of clause (i) above, the Committee may, in its sole discretion, permit a Participant to satisfy, in whole or in part, the foregoing withholding liability (but no more than the minimum required withholding liability) by having the Company withhold from the number of shares of Stock otherwise issuable pursuant to the exercise or settlement of the Award a number of shares with a Fair Market Value equal to such withholding liability (but no more than the minimum required withholding liability).

(e) **Section 409A.** Awards under the Plan are intended to comply with, or be exempt from, the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Although the Company does not guarantee any particular tax treatment, to the extent that any Award is subject to Section 409A of the Code, it shall be paid in a manner that is intended to comply with Section 409A of the Code, including regulations and any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. In no event whatsoever

shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(f) **No Guarantee of Tax Treatment.** Notwithstanding anything herein to the contrary, a Participant shall be solely responsible for the taxes relating to the grant or vesting of, or payment pursuant to, any Award, and none of the Company, the Board or the Committee (or any of their respective members, officers or employees) guarantees any particular tax treatment with respect to any Award.

(g) **Claim to Awards and Employment Rights.** No employee of the Company or an Affiliate, or other person, shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for a grant of any other Award. Neither the Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ or service of the Company or an Affiliate.

(h) **Designation and Change of Beneficiary.** Each Participant may file with the Committee a written designation of one or more persons as the beneficiary who shall be entitled to receive the amounts payable with respect to an Award, if any, due under the Plan upon his death. A Participant may, from time to time, revoke or change his beneficiary designation without the consent of any prior beneficiary by filing a new designation with the Committee. The last such designation received by the Committee shall be controlling; *provided, however*, that no designation, or change or revocation thereof, shall be effective unless received by the Committee prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by a Participant, the beneficiary shall be deemed to be his or her spouse or, if the Participant is unmarried at the time of death, his or her estate.

(i) **Payments to Persons Other Than Participants.** If the Committee shall find that any person to whom any amount is payable under the Plan is unable to care for his affairs because of illness or accident, or is a minor, or has died, then any payment due to such person or his estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to his spouse, child, relative, an institution maintaining or having custody of such person, or any other person deemed by the Committee to be a proper recipient on behalf of such person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(j) **No Liability of Committee Members.** No member of the Committee shall be personally liable by reason of any contract or other instrument executed by such member or on his behalf in his capacity as a member of the Committee nor for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each member of the Committee and each other employee, officer or director of the Company to whom any duty or power relating to the administration or interpretation of the Plan may be allocated or delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim) arising out of any act or omission to act in connection with the Plan unless arising out of such person's own fraud or willful bad faith; *provided, however*, that approval of the Board shall be required for the payment of any amount in settlement of a claim against any such person. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Articles of Incorporation or By-Laws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

(k) **Governing Law.** The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware.

(l) **Funding.** No provision of the Plan shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Company maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as unsecured

general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other employees under general law.

(m) **Nontransferability.**

(i) Each Award shall be exercisable only by a Participant during the Participant's lifetime, or, if permissible under applicable law, by the Participant's legal guardian or representative. No Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or an Affiliate; *provided* that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

(ii) Notwithstanding the foregoing, the Committee may, in its sole discretion, permit Awards other than Incentive Stock Options to be transferred by a Participant, without consideration, subject to such rules as the Committee may adopt consistent with any applicable Award Agreement to preserve the purposes of the Plan, to:

(A) any person who is a "family member" of the Participant, as such term is used in the instructions to Form S-8 (collectively, the "Immediate Family Members");

(B) a trust solely for the benefit of the Participant and his or her Immediate Family Members;

(C) a partnership or limited liability company whose only partners or stockholders are the Participant and his or her Immediate Family Members; or

(D) any other transferee as may be approved either (a) by the Board or the Committee in its sole discretion, or (b) as provided in the applicable Award Agreement;

(each transferee described in clauses (A), (B), (C) and (D) above is hereinafter referred to as a "Permitted Transferee"); *provided* that the Participant gives the Committee advance written notice describing the terms and conditions of the proposed transfer and the Committee notifies the Participant in writing that such a transfer would comply with the requirements of the Plan.

(iii) The terms of any Award transferred in accordance with the immediately preceding sentence shall apply to the Permitted Transferee and any reference in the Plan, or in any applicable Award Agreement, to a Participant shall be deemed to refer to the Permitted Transferee, except that (A) Permitted Transferees shall not be entitled to transfer any Award, other than by will or the laws of descent and distribution; (B) Permitted Transferees shall not be entitled to exercise any transferred Option unless there shall be in effect a registration statement on an appropriate form covering the shares of Stock to be acquired pursuant to the exercise of such Option if the Committee determines, consistent with any applicable Award Agreement, that such a registration statement is necessary or appropriate, (C) the Committee or the Company shall not be required to provide any notice to a Permitted Transferee, whether or not such notice is or would otherwise have been required to be given to the Participant under the Plan or otherwise, and (D) the consequences of the Termination of the Participant's employment by, or services to, the Company or an Affiliate under the terms of the Plan and the applicable Award Agreement shall continue to be applied with respect to the Participant, including, without limitation, that an Option shall be exercisable by the Permitted Transferee only to the extent, and for the periods, specified in the Plan and the applicable Award Agreement.

(n) **Reliance on Reports.** Each member of the Committee and each member of the Board shall be fully justified in acting or failing to act, as the case may be, and shall not be liable for having so acted or failed to act in good faith, in reliance upon any report made by the independent public accountant of the Company and its Affiliates and/or any other information furnished in connection with the Plan by any person or persons other than himself.

(o) **Relationship to Other Benefits.** No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company except as otherwise specifically provided in such other plan.

(p) **Expenses.** The expenses of administering the Plan shall be borne by the Company and Affiliates.

(q) **Pronouns.** Masculine pronouns and other words of masculine gender shall refer to both men and women.

(r) **Titles and Headings.** The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings shall control.

(s) **Termination of Employment or Service.** Unless an applicable Award Agreement provides otherwise, for purposes of the Plan, a person who transfers from employment or service with the Company to employment or service with an Affiliate or vice versa shall not be deemed to have terminated employment or service with the Company or an Affiliate.

(t) **Severability.** If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(u) **Compliance with Applicable Law.** Notwithstanding any provision in the Plan to the contrary, the Committee reserves the right to add any additional terms or provisions to any Award granted under the Plan that it in its sole discretion deems necessary or advisable in order that such Award complies with the legal requirements of any governmental entity to whose jurisdiction the Award is subject.

13. Changes in Capital Structure

Awards granted under the Plan and any agreements evidencing such Awards, the maximum number of shares of Stock subject to all Awards stated in *Section 5(a)* and the maximum number of shares of Stock with respect to which any one person may be granted Awards during any period stated in *Sections 5(d) or 5(e)* shall be subject to adjustment or substitution, in the manner determined by the Committee in its sole discretion, as to the number, price or kind of a share of Stock or other consideration subject to such Awards or as otherwise determined by the Committee to be equitable (i) in the event of changes in the outstanding Stock or in the capital structure of the Company by reason of stock or extraordinary cash dividends, stock splits, reverse stock splits, recapitalization, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the Date of Grant of any such Award or (ii) in the event of any change in applicable laws or any change in circumstances which results in or would result in any substantial dilution or enlargement of the rights granted to, or available for, Participants, or which otherwise warrants equitable adjustment because it interferes with the intended operation of the Plan. Notwithstanding the preceding sentence, in the case of any event which affects the Stock and is considered an “equity restructuring” for purposes of the applicable accounting rules, the Committee shall make an adjustment to outstanding Awards in the manner described in the preceding sentence, and such adjustment shall be such that the benefits conferred upon Participant by outstanding Awards are intended to be neither increased nor decreased. Any adjustment in Incentive Stock Options under this *Section 13* shall be made only to the extent not constituting a “modification” within the meaning of Section 424(h)(3) of the Code, Treasury Regulation § 1.424-1(a) or Section 409A of the Code, and any adjustments under this *Section 13* shall be made in a manner which does not adversely affect the exemption provided pursuant to Rule 16b-3 under the Exchange Act. Further, with respect to Awards intended to qualify as “performance-based compensation” under Section 162(m) of the Code, such adjustments or substitutions shall be made only to the extent that the Committee determines that such adjustments or substitutions may be made

without causing the Company to be denied a tax deduction on account of Section 162(m) of the Code. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

Fractional shares of Common Stock resulting from any adjustment in Awards provided herein shall be aggregated until a fractional share remains, in which case such fractional share shall be payable in cash.

Notwithstanding the above, in the event of any of the following:

(a) The Company is merged or consolidated with another corporation or entity and, in connection therewith, consideration is received by stockholders of the Company in a form other than stock or other equity interests of the surviving entity;

(b) All or substantially all of the assets of the Company are acquired by another person;

(c) The reorganization or liquidation of the Company; or

(d) The Company shall enter into a written agreement to undergo an event described in clauses a, b or c above,

then the Committee may, in its discretion (i) upon at least 10 days advance notice to the affected persons, cancel any outstanding Awards and cause the holders thereof to be paid, in cash or stock, or any combination thereof, the value of such Awards based upon the price per share of Stock received or to be received by other stockholders of the Company in the event, including, without limitation, the cancellation of any Award without payment to the Participant, if the value of the Common Stock underlying such Award at the time of such event is less than the Fair Market Value of such Award on the Grant Date; or (ii) continue, assume or substitute any outstanding Award (or portion thereof) without a Participant's consent, provided that any such assumption or substitution of a Stock Option or Stock Appreciation Right shall be structured in a manner intended to comply with Section 409A of the Code and the regulations thereunder. The terms of this *Section 13* may be varied by the Committee in any particular Award Agreement.

The existence of this Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger or consolidation of the Company or its Affiliates, (iii) any issuance of bonds, debentures, preferred or prior preference stock ahead of or affecting the Common Stock, (iv) the dissolution or liquidation of the Company or its Affiliates, (v) any sale or transfer of all or part of the assets or business of the Company or its Affiliates or (vi) any other corporate act or proceeding.

14. Effect of Change in Control

(a) The Committee may, but is not required to, provide in any particular Award Agreement:

(i) In the event of a Change in Control, notwithstanding any provision of the Plan or any applicable Award Agreement to the contrary, and either in or not in combination with another event such as a Termination of the applicable Participant by the Company without Cause, all Options and SARs subject to such Award shall become immediately exercisable with respect to 100 percent of the shares subject to such Option or SAR, and/or that the Restricted Period shall expire immediately with respect to 100 percent of such shares of Restricted Stock or Restricted Stock Units subject to such Award (including a waiver of any applicable Performance Goals) and, to the extent practicable, such acceleration of exercisability and expiration of the Restricted Period (as applicable) shall occur in a manner and at a time which allows affected Participants the ability to participate in the Change in Control transaction with respect to the Stock subject to their Awards.

(ii) In the event of a Change in Control, all incomplete Performance Periods in respect of such Award in effect on the date the Change in Control occurs shall end on the date of such change, and the Committee shall (A) determine the extent to which Performance Goals with respect to each such Award Period have been met based upon such audited or unaudited financial information then available as it deems relevant, (B) cause to be paid to the applicable Participant partial or full Awards with respect to Performance Goals for each such Award Period based upon the Participant's actual attainment of Performance Goals, and (C) cause the Award, if previously deferred, to be settled in full as soon as possible in a manner that complies with Section 409A of the Code.

(b) In addition, in the event of a Change in Control, the Committee may in its discretion and upon at least 10 days' advance notice to the affected persons, cancel any outstanding Awards and pay to the holders thereof, in cash or stock, or any combination thereof, the value of such Awards based upon the price per share of Stock received or to be received by other stockholders of the Company in the event; *provided, however,* that the Committee may, in its sole discretion, provide for the cancellation of any Awards without payment, if such price is less than the Fair Market Value of such Award on the date of grant. The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Company agrees that it will make appropriate provisions for the preservation of Participants' rights under the Plan in any agreement or plan which it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

15. Nonexclusivity of the Plan

Neither the adoption of this Plan by the Board nor the submission of this Plan to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of stock options otherwise than under this Plan, and such arrangements may be either applicable generally or only in specific cases.

16. Amendments and Termination

(a) **Amendment of the Plan.** The Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; *provided,* that any such amendment, alteration, suspension, discontinuance or termination that would impair the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary; and *provided, further* that no such amendment, alteration, suspension, discontinuation or termination shall be made without stockholder approval if such approval is necessary to comply with any tax or regulatory requirement applicable to the Plan (including as necessary to comply with any applicable stock exchange listing requirement, Rule 16b-3 under the Exchange Act or to the extent applicable to Incentive Stock Options, Section 422 of the Code or to prevent the Company from being denied a tax deduction on account of Section 162(m) of the Code) that would (i) increase the aggregate number of shares of Common Stock that may be issued under this Plan under *Section 5* or the maximum individual Participant limitations in *Sections 5(d) and 5(e)* (except, in each case, by operation of *Section 13*); (ii) change the classification of Participants eligible to receive Awards under this Plan; or (iii) materially alter the Performance Criteria.

(b) **Termination of the Plan.** The expiration date of the Plan, on and after which no Awards may be granted hereunder, shall be the tenth anniversary of the Effective Date; *provided, however,* that the administration of the Plan shall continue in effect until all matters relating to Awards previously granted have been settled. Notwithstanding the foregoing, no Award (other than a Stock Option or Stock Appreciation Right) that is intended to be "performance-based" under Section 162(m) of the Code shall be granted on or after the fifth anniversary of the stockholder approval of the Plan unless the Performance

Goals are reapproved (or other designated performance goals are approved) by the stockholders no later than the first stockholder meeting that occurs in the fifth year following the year in which stockholders approve the Performance Goals.

(c) **Amendment of Award Agreements.** The Committee may, to the extent consistent with the terms of any applicable Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted or the associated Award Agreement, prospectively or retroactively; *provided* that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary; and provided further that, without stockholder approval (i) no amendment or modification may reduce the Option Price of any Option or the Strike Price of any SAR or extend the maximum Option Period under *Section 7(c)*; (ii) the Committee may not cancel, exchange or surrender any outstanding Option or SAR and replace it with cash, other Awards, or a new Option or SAR with a lower Option Price or Strike Price, as the case may be, in a manner which would either (A) (if the Company is subject to the reporting requirement of the Exchange Act) be reportable on the Company's proxy statement as Options which have been "repriced" (as such term is used in Item 402 of Regulation S-K promulgated under the Exchange Act), or (B) result in any Option being accounted for under the "variable" method for financial statement reporting purposes; and (iii) the Committee may not take any other action which is considered a "repricing" for purposes of the stockholder approval rules of the applicable stock exchange on which the Stock is listed, if any, except that, in each case of (i), (ii) and (iii) adjustments or substitutions in accordance with Section 13 may be made.

* * *

As adopted by the Board of Directors of
BROADRIDGE FINANCIAL SOLUTIONS, INC.
at a meeting held on August 4, 2008.

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